

CITY OF NASHWAUK
City Council Regular Agenda

City of Nashwauk
301 Central Avenue
Nashwauk, MN 55769
p: 218-885-1210

TUESDAY, JUNE 9, 2020

City Council

Calvin Saari
Mayor

Brian Gangl
Councilor

Greg Heyblom
Councilor

David Holmbeck
Councilor

Kevin Bodin
Councilor

**Sellman, Borland, &
Simon**
City Attorney

Joe Dasovich
Police Chief

April Kurtock
City Administrator/Clerk

Amber Goss
Deputy Clerk

Tiffany Bodin
EMS Coordinator

Tom Martire
Street Lead

Mark Marinaro
Fire Chief

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ELECTRONIC MEETING STATEMENT. Per Minnesota Statutes 13D.021, the City may conduct a meeting through electronic means if an in-person meeting is not practical because of a health pandemic. At least one member of the council must be present at the regular meeting location. All votes are conducted by roll call, so each member's vote on each issue can be identified and recorded. Please be recognized by the Chair before speaking.

4. ADOPTION OF AGENDA

5. NOTABLE ITEMS

- a. Engineer John Jamnick regarding the 5-Year Capital Improvement Plan

6. APPROVAL OF MINUTES

- a. Minutes of the May 26, 2020 City Council meeting.
- b. Minutes of the May 26, 2020 Work Session.

7. CONSENT AGENDA. The consent agenda gives the Nashwauk City Council a means of handling routine items in one action. However, any one councilor, city staff, or public may request that an item be removed and placed on the regular agenda for discussion and consideration.

- a. Approve claims register #6920 Claim 1 in the amount of \$20,238.80.
- b. Approve claims register #6920 Claim 2 in the amount of \$_____.

8. UNFINISHED BUSINESS

- a. Recreation Center Renovations

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1. Consideration of wording for potential ballot question/s for the general election ballot.

b. Building Inspection Update

c. East Itasca Joint Sewer Board Update

1. Review and consideration of the Amended and Restated Joint Powers Agreement relating to the East Itasca Joint Sewer Board.

d. Update regarding camping and other activities at LaRue Pit Access.

9. NEW BUSINESS

10. DEPARTMENT & COMMITTEE REPORTS & REQUESTS

a. ***Ambulance Service:***

1. Consider approval of the Agreement between the City of Nashwauk and TransMedic Medical Billing Services to provide billing services for the Nashwauk Ambulance Service; additionally, approving the corresponding Business Associate Agreement for Security Compliance.
2. Accept the resignation of Teresa Lanyk from the Nashwauk Ambulance Service effective June 4, 2020.
3. Approve the termination of Travis Tammi from the Nashwauk Ambulance Service effective June 9, 2020.
4. Approve the termination of Connor Grigsby from the Nashwauk Ambulance Service effective June 9, 2020.

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b. Fire Department:

1. Consider approval of the position requisition form from Chief Marinaro to post internally for up to two firefighters.

- c. 4th of July Committee:** Recommendation regarding the 2020 event.

11. COMMISSION UPDATES

- 12. PUBLIC COMMENT.** Members of the public are welcome to address the Nashwauk City Council. Please provide your name, brief description of the subject matter, and keep comments to 3 minutes. Rules for public comment are available at the podium.

13. MAYOR AND COUNCIL UPDATES

14. ADJOURN

15. SPECIAL MEETING TO FOLLOW

None.

**City of Nashwauk
City Council Meeting
May 26, 2020**

Mayor Saari called the meeting to order at 5:30 p.m. in the Council Chambers of City Hall.
Mayor Saari led the Pledge of Allegiance.

Members present: Councilor Heyblom, Mayor Saari. Present via Zoom: Councilor Holmbeck, Councilor Gangl, Councilor Bodin.

Also present: Administrator Kurtz, Officer Grossell. Present via Zoom: Attorney Simon, EMS Coordinator Bodin, Chief Dasovich, Assistant Chief Savolainen.

Electronic Meeting Statement

Mayor Saari read the electronic meeting statement that per Minnesota Statutes 13D.021, the City may conduct a meeting through electronic means if an in-person meeting is not practical because of a health pandemic. At least one member of the council must be present at the regular meeting location. All votes are conducted by roll call, so each member's vote on each issue can be identified and recorded. Please be recognized by the Chair before speaking.

Adoption of Agenda

*Motion by Councilor Heyblom, seconded by Councilor Gangl to adopt the agenda of the May 26, 2020 City Council meeting.

Ayes: all present. Motion carried.

Approval of Minutes

*Motion by Councilor Heyblom, seconded by Councilor Holmbeck to approve the minutes of the May 12, 2020 City Council meeting.

Ayes: all present. Motion carried.

Approval of Consent Agenda

*Motion by Councilor Heyblom, seconded by Councilor Bodin to approve the consent agenda as follows:

- a. Approve claims register #52620 Claim 1 in the amount of \$73,125.44.
- b. Approve claims register #52620 Claim 2 in the amount of \$342.35.

Roll call: Ayes—Councilor Holmbeck, Councilor Heyblom, Councilor Bodin, Councilor Gangl, Mayor Saari. Motion approved.

Unfinished Business

Recreation Center Renovations

Mayor Saari summarized that the residential surveys were still circulating. There should be an update on those known by the time of the next meeting.

Building Inspection Update

The City received a letter of request from landlord Bruce Conway asking Council to allow a payment plan with Itasca County for property taxes to be considered satisfaction to the rental ordinance language that property taxes must be paid to be in compliance.

*Motion by Councilor Heyblom, seconded by Councilor Bodin to deny the request that payment plans for property taxes be considered satisfaction of rental ordinance language that states property taxes must be paid to be in compliance with the ordinance.

Roll call: Ayes—Councilor Holmbeck, Councilor Heyblom, Councilor Bodin, Councilor Gangl, Mayor Saari. Motion approved.

East Itasca Joint Sewer Board

No update.

New Business

Summer Casual Laborers

*Motion by Councilor Holmbeck, seconded by Councilor Bodin to approve the hire of Rose Carpenter, Ethan Heyblom, and Carlyn Lorenz as summer casual laborers; rate of pay \$10.00/hour.

Roll call: Ayes—Councilor Holmbeck, Councilor Bodin, Councilor Gangl, Mayor Saari.

Abstain: Councilor Heyblom. Motion carried.

Monetary Limits

*Motion by Councilor Heyblom, seconded by Councilor Gangl to approve that the City does not waive monetary limits on municipal tort liability for the 2020-2021 liability insurance coverage.

Roll call: Ayes—Councilor Holmbeck, Councilor Heyblom, Councilor Bodin, Councilor Gangl, Mayor Saari. Motion approved

Camping at LaRue Pit Access Concern

Mayor Saari had received an anonymous letter stating a concern that camping was occurring at the LaRue Pit Access. Councilor Heyblom stated the lease terms for that property needed to be reviewed before the City could address the issue. He requested a copy of the lease be sent to him.

RV Park Consideration

*Motion by Councilor Heyblom, seconded by Councilor Bodin to open the Nashwauk RV Park effective June 1 pursuant to guidance set by Governor Walz, with no bathroom facilities available to users.

Roll call: Ayes—Councilor Holmbeck, Councilor Heyblom, Councilor Bodin, Councilor Gangl, Mayor Saari. Motion approved.

Department & Committee Reports & Requests

4th of July Committee

Councilor Heyblom said he'd spoken with the fireworks company who was fine with waiting it out and cancelling at the last minute. Mayor Saari stated he was ok with waiting. Councilor Bodin would like to move it to a different date so that perhaps businesses can take advantage of possibly being open fully; Councilor Gangl agreed. Councilor Holmbeck requested some community input be solicited for the next meeting.

Recreation Committee

Councilor Holmbeck requested to pay for a portion for a water tank purchase for the community garden, which would be about \$270. Councilor Heyblom requested a more permanent solution, but acknowledged a permanent water line would be expensive. Councilor Gangl stressed that the payment for the tanks needed to be done properly, as Karen Peterson had already paid for the tanks. He suggested checking with the auditor for a good process.

*Motion by Councilor Holmbeck, seconded by Councilor Heyblom approve reimbursing the Nashwauk Community Garden for purchase of the water tanks for the garden after receipts have been received for their purchase.

Roll call: Ayes—Councilor Holmbeck, Councilor Heyblom, Councilor Bodin, Councilor Gangl, Mayor Saari. Motion approved.

Ambulance Service

EMS Coordinator Bodin stated that Ambulance 150 had been repaired, was back in service and was running well. She also stated that call volume seemed to be increasing.

Police Department

Chief Dasovich stated the Toward Zero Deaths initiative would be resuming in June.

Adjourn

Mayor Saari adjourned the meeting at 6:30 p.m.

City Clerk

**City of Nashwauk
Work Session
May 26, 2020**

Mayor Saari called the work session to order at 6:35 p.m. in the Council Chambers of City Hall.

Members present: Councilor Heyblom, Mayor Saari. Present via Zoom: Councilor Holmbeck, Councilor Bodin, Councilor Gangl.

Also present: Administrator Kurtcock, Officer Grossell. Present via Zoom: EMS Coordinator Bodin, Chief Dasovich.

Work Session Regarding Revenue Sources

Administrator Kurtcock shared financial reports with the Council related to revenue sources, fund balances, and profit and loss statements for both the ambulance funds and the public utilities. She summarized which revenue sources might be compromised as a result of the COVID-19 pandemic. Fund balances were discussed and their purpose. Two fund balances were currently deficit; the general fund and the sewer district fund. In relation to the general fund, it was typical that during the beginning of the year that it would run a deficit, as a majority of annual funding was received in June and July. However, it running at a deficit was also why financial consultant Mike Bubany encouraged the City to build up its balance. Additionally, the sewer district fund was deficit because grant funding for the project was expected to be a longer wait.

Kurtcock summarized the profit and loss spreadsheets for the ambulance funds and public utilities. Both ambulance funds had seen a slight increase in profit for 2019. Public utilities had been operating at a loss for many years because the Nashwauk Public Utilities Commission has not been fully funding depreciation.

Adjourn

Mayor Saari adjourned the meeting at 7:23 p.m.

City Clerk

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*Claim Register©

6920CLAIM1

May 2020

Claim Type

Claim# 35696 ALL SEASONS SERVICES

Cash Payment E 100-43100-282 Mowers zmaster electrical repairs \$107.10
 Invoice I008702

Transaction Date 6/3/2020 Due 6/3/2020 Checking Account 10100 Total \$107.10

Claim# 35697 AMERICAN BANK OF THE NORTH

Cash Payment E 650-48000-210 Operating Supplies (GENE Covid PPE \$116.35
 Invoice

Cash Payment E 650-48000-210 Operating Supplies (GENE Covid PPE Infared thermometers \$194.97
 Invoice

Cash Payment E 650-48000-452 2012-2013 Ambulance 150 gas may 2020 \$72.32
 Invoice

Cash Payment E 650-48000-452 2012-2013 Ambulance 150 HDMI cable \$31.93
 Invoice

Cash Payment E 650-48000-325 Dues & Maintenance Plans Base camp annual fee 5/21/20-5/21/21 \$499.50
 Invoice

Cash Payment E 660-48660-325 Dues & Maintenance Plans Base Camp annual fee 5/21/20-5/21/21 \$499.50
 Invoice

Cash Payment E 100-41400-210 Operating Supplies (GENE refund for cord for council chambers tech update -\$160.38
 Invoice

Cash Payment E 100-42100-222 Postage postage \$12.50
 Invoice

Cash Payment E 100-42100-200 Office Supplies (GENERA computer items \$6.40
 Invoice

Cash Payment E 100-42100-314 2019 TAHOE gas apr 2020 \$17.78
 Invoice

Cash Payment E 650-48000-452 2012-2013 Ambulance 150 gas may 2020 \$37.63
 Invoice

Cash Payment E 650-48000-450 2008 Ambulance fuels -15 gas may 2020 \$52.43
 Invoice

Cash Payment E 660-48660-460 TRANSFER AMBULANCE gas may 2020 \$100.85
 Invoice

Cash Payment E 660-48660-460 TRANSFER AMBULANCE ipad charger \$24.99
 Invoice

Cash Payment E 660-48660-335 Amb Transfer Meals meals for transfers \$75.10
 Invoice

Cash Payment E 100-42200-266 2019 Dodge Ram Brush Tr gas for travel to get new truck \$63.00
 Invoice

Cash Payment E 100-42200-266 2019 Dodge Ram Brush Tr Food for travel to get new truck \$24.73
 Invoice

Cash Payment E 100-42200-266 2019 Dodge Ram Brush Tr equipment for new truck \$96.59
 Invoice

Cash Payment E 100-41400-210 Operating Supplies (GENE tech upgrade council chambers \$32.02
 Invoice

Cash Payment E 650-48000-210 Operating Supplies (GENE vehicle cleaning items \$32.59
 Invoice

Cash Payment E 660-48660-210 Operating Supplies (GENE vehicle cleaning items \$32.59
 Invoice

Cash Payment E 100-41400-210 Operating Supplies (GENE ethernet cable tech upgrade council chambers \$50.22
 Invoice

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*Claim Register©

6920CLAIM1

May 2020

| | | | | | | |
|------------------|---|--------------|------------------|-------|-------|------------|
| Transaction Date | 6/3/2020 | Due 6/3/2020 | Checking Account | 10100 | Total | \$1,913.61 |
| Claim# | 35698 ARROWHEAD EMS ASSOCIATION | | | | | |
| Cash Payment | E 650-48000-210 Operating Supplies (GENE Covid PPE Masks Invoice 11632 | | | | | \$751.59 |
| Transaction Date | 6/3/2020 | Due 6/3/2020 | Checking Account | 10100 | Total | \$751.59 |
| Claim# | 35699 BODIN, TIFFANY | | | | | |
| Cash Payment | E 650-48000-334 Meetings, Mileage & Lodgi mileage GR for MCI Training Invoice | | | | | \$13.80 |
| Cash Payment | E 660-48660-334 Meetings, Mileage & Lodgi mileage GR for MCI Training Invoice | | | | | \$13.80 |
| Cash Payment | E 650-48000-334 Meetings, Mileage & Lodgi Mileage for Coordinator to pick up Covid PPE in multiple cities Invoice | | | | | \$100.05 |
| Transaction Date | 6/3/2020 | Due 6/3/2020 | Checking Account | 10100 | Total | \$127.65 |
| Claim# | 35700 CINTAS CORP - LOCATION 21M | | | | | |
| Cash Payment | E 650-48000-410 Lease & Rental May 2020 carpets, towels, linens etc Invoice 4050381277 | | | | | \$49.33 |
| Cash Payment | E 660-48660-410 Lease & Rental May 2020 carpets, towels, linens etc Invoice 4050381277 | | | | | \$49.34 |
| Cash Payment | E 650-48000-410 Lease & Rental May 2020 carpets, towels, linens etc Invoice 4050381287 | | | | | \$38.81 |
| Cash Payment | E 660-48660-410 Lease & Rental May 2020 carpets, towels, linens etc Invoice 4050381287 | | | | | \$38.81 |
| Cash Payment | E 100-42100-410 Lease & Rental May 2020 carpets, towels, linens etc Invoice 4050381287 | | | | | \$77.61 |
| Cash Payment | E 100-42200-410 Lease & Rental May 2020 carpets, towels, linens etc Invoice 4050381287 | | | | | \$77.61 |
| Cash Payment | E 100-41400-410 Lease & Rental May 2020 carpets, towels, linens etc Invoice 4050381251 | | | | | \$47.66 |
| Transaction Date | 6/3/2020 | Due 6/3/2020 | Checking Account | 10100 | Total | \$379.17 |
| Claim# | 35701 COMMUNITY RESOURCE DEVELOP | | | | | |
| Cash Payment | E 175-49595-300 Professional Svcs (GENER june 2020 professional svcs Project 0908-4 Invoice 060120 | | | | | \$3,000.00 |
| Transaction Date | 6/3/2020 | Due 6/3/2020 | Checking Account | 10100 | Total | \$3,000.00 |
| Claim# | 35702 EXPRESS PRINT ONE LTD | | | | | |
| Cash Payment | E 100-42100-200 Office Supplies (GENERA city of nashwauk envelopes Invoice 29436 | | | | | \$95.50 |
| Cash Payment | E 100-41400-200 Office Supplies (GENERA city of nashwauk envelopes Invoice 29436 | | | | | \$95.50 |
| Transaction Date | 6/3/2020 | Due 6/3/2020 | Checking Account | 10100 | Total | \$191.00 |
| Claim# | 35703 FASTENAL | | | | | |
| Cash Payment | E 650-48000-210 Operating Supplies (GENE Covid PPE Masks Invoice MNHIB94929 | | | | | \$60.00 |
| Transaction Date | 6/3/2020 | Due 6/3/2020 | Checking Account | 10100 | Total | \$60.00 |
| Claim# | 35704 KME INC | | | | | |
| Cash Payment | E 100-42200-285 2011 E-1 Rear Mount Pum Diagnosis and Clear SCR after treatment system Invoice 3444 | | | | | \$280.00 |

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*Claim Register©

6920CLAIM1

May 2020

| | | | | | | |
|------------------|---|--------------|------------------|-------|-------|----------|
| Transaction Date | 6/4/2020 | Due 6/4/2020 | Checking Account | 10100 | Total | \$280.00 |
| Claim# | 35705 LATVALA OIL CO | | | | | |
| Cash Payment | E 100-43100-210 Operating Supplies (GENE motor oil for shop Invoice | | | | | \$541.20 |
| Transaction Date | 6/4/2020 | Due 6/4/2020 | Checking Account | 10100 | Total | \$541.20 |
| Claim# | 35706 LATVALA SINCLAIR | | | | | |
| Cash Payment | E 100-43100-267 2019 Chevy 3500HD gas may 2020 Invoice | | | | | \$63.27 |
| Cash Payment | E 100-43100-307 2008 Durango 718LMD ST gas may 2020 Invoice | | | | | \$39.50 |
| Cash Payment | E 100-43100-210 Operating Supplies (GENE 2 20 lb tanks LP Invoice | | | | | \$44.00 |
| Transaction Date | 6/4/2020 | Due 6/4/2020 | Checking Account | 10100 | Total | \$146.77 |
| Claim# | 35707 M&M AUTO | | | | | |
| Cash Payment | E 100-42200-285 2011 E-1 Rear Mount Pum recharge AC units Invoice | | | | | \$229.00 |
| Cash Payment | E 100-42200-296 1996 Chevrolet Brush Truc recharge AC units Invoice | | | | | \$119.00 |
| Transaction Date | 6/4/2020 | Due 6/4/2020 | Checking Account | 10100 | Total | \$348.00 |
| Claim# | 35708 MCFOA | | | | | |
| Cash Payment | E 100-41400-325 Dues & Maintenance Plans Membership fee April Kurtock Invoice | | | | | \$45.00 |
| Cash Payment | E 100-41400-325 Dues & Maintenance Plans Membership fee Amber Goss Invoice | | | | | \$45.00 |
| Transaction Date | 6/4/2020 | Due 6/4/2020 | Checking Account | 10100 | Total | \$90.00 |
| Claim# | 35709 MEDIACOM | | | | | |
| Cash Payment | E 100-42100-321 Phone/Internet Invoice 5/27-6/26/20 phone/internet | | | | | \$100.80 |
| Cash Payment | E 650-48000-321 Phone/Internet Invoice 5/27-6/26/20 phone/internet | | | | | \$50.40 |
| Cash Payment | E 660-48660-321 Phone/Internet Invoice 5/27-6/26/20 phone/internet | | | | | \$50.40 |
| Cash Payment | E 100-42200-321 Phone/Internet Invoice 5/27-6/26/20 phone/internet | | | | | \$140.75 |
| Transaction Date | 6/4/2020 | Due 6/4/2020 | Checking Account | 10100 | Total | \$342.35 |
| Claim# | 35710 MEDPRO MIDWEST GROUP | | | | | |
| Cash Payment | E 650-48000-325 Dues & Maintenance Plans cot and staichair cleaning 2nd qtr 2020 billing Invoice 00019143 | | | | | \$253.33 |
| Cash Payment | E 660-48660-325 Dues & Maintenance Plans cot and staichair cleaning 2nd qtr 2020 billing Invoice 00019143 | | | | | \$126.67 |
| Transaction Date | 6/4/2020 | Due 6/4/2020 | Checking Account | 10100 | Total | \$380.00 |
| Claim# | 35711 MEDPRO WASTE DISPOSAL LLC | | | | | |
| Cash Payment | E 650-48000-325 Dues & Maintenance Plans may 2020 medical waste disposal Invoice | | | | | \$21.87 |
| Cash Payment | E 660-48660-325 Dues & Maintenance Plans may 2020 medical waste disposal Invoice | | | | | \$21.87 |

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*Claim Register©

6920CLAIM1

May 2020

| | | | | | | |
|------------------|--|--------------|--------------------------|-------|-------|------------|
| Transaction Date | 6/4/2020 | Due 6/4/2020 | Checking Account | 10100 | Total | \$43.74 |
| Claim# | 35712 MN DEPT OF NATURAL RESOURCE | | | | | |
| Cash Payment | E 100-42200-210 Operating Supplies (GENE foam Class A for fire trucks Invoice | | | | | \$842.10 |
| Transaction Date | 6/4/2020 | Due 6/4/2020 | Checking Account | 10100 | Total | \$842.10 |
| Claim# | 35713 NASHWAUK COMMUNITY GARDEN | | | | | |
| Cash Payment | E 100-45100-210 Operating Supplies (GENE 4 water containers Invoice | | | | | \$505.00 |
| Transaction Date | 6/4/2020 | Due 6/4/2020 | Checking Account | 10100 | Total | \$505.00 |
| Claim# | 35714 NASHWAUK PUBLIC UTILITIES | | | | | |
| Cash Payment | E 100-45100-380 Utility Services Electric Invoice | | 4/27-5/27/20 utility svc | | | \$1,527.43 |
| Cash Payment | E 100-42100-380 Utility Services Electric Invoice | | 4/27-5/27/20 utility svc | | | \$147.87 |
| Cash Payment | E 100-42200-380 Utility Services Electric Invoice | | 4/27-5/27/20 utility svc | | | \$147.86 |
| Cash Payment | E 650-48000-380 Utility Services Electric Invoice | | 4/27-5/27/20 utility svc | | | \$73.93 |
| Cash Payment | E 100-43100-380 Utility Services Electric Invoice | | 4/27-5/27/20 utility svc | | | \$1,433.71 |
| Cash Payment | E 100-41940-380 Utility Services Electric Invoice | | 4/27-5/27/20 utility svc | | | \$210.93 |
| Cash Payment | E 660-48660-380 Utility Services Electric Invoice | | 4/27-5/27/20 utility svc | | | \$73.93 |
| Transaction Date | 6/4/2020 | Due 6/4/2020 | Checking Account | 10100 | Total | \$3,615.66 |
| Claim# | 35715 NORTHERN BUSINESS PRODUCTS | | | | | |
| Cash Payment | E 100-41400-200 Office Supplies (GENERA office supplies Invoice 502950-0 | | | | | \$72.86 |
| Cash Payment | E 100-41400-200 Office Supplies (GENERA AKurtock notary stamp Invoice 504867-0 | | | | | \$32.40 |
| Cash Payment | E 100-41400-200 Office Supplies (GENERA box of staples Invoice 506298-0 | | | | | \$0.69 |
| Transaction Date | 6/4/2020 | Due 6/4/2020 | Checking Account | 10100 | Total | \$105.95 |
| Claim# | 35716 PRUDENTIAL FINANCIAL | | | | | |
| Cash Payment | E 100-49240-131 Employer Paid Life/LTD Invoice | | Life ins prems June 2020 | | | \$276.10 |
| Cash Payment | E 650-48000-131 Employer Paid Life/LTD Invoice | | Life ins prems June 2020 | | | \$23.74 |
| Cash Payment | E 100-43100-131 Employer Paid Life/LTD Invoice | | Life ins prems June 2020 | | | \$204.32 |
| Cash Payment | E 100-42100-131 Employer Paid Life/LTD Invoice | | Life ins prems June 2020 | | | \$536.68 |
| Cash Payment | E 660-48660-131 Employer Paid Life/LTD Invoice | | Life ins prems June 2020 | | | \$23.74 |
| Cash Payment | E 100-41400-131 Employer Paid Life/LTD Invoice | | Life ins prems June 2020 | | | \$109.36 |
| Transaction Date | 6/4/2020 | Due 6/4/2020 | Checking Account | 10100 | Total | \$1,173.94 |
| Claim# | 35717 RADKO IRON & SUPPLY | | | | | |

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*Claim Register©

6920CLAIM1

May 2020

| | | | | | | |
|------------------|---|--------------|--------------------------------|-------|-------|------------|
| Cash Payment | E 100-43100-210 Operating Supplies (GENE 12 volt batteries x 4 | | | | | \$527.96 |
| | Invoice 567606 | | | | | |
| Cash Payment | E 100-43100-210 Operating Supplies (GENE honda generator | | | | | \$1,449.99 |
| | Invoice 566697 | | | | | |
| Transaction Date | 6/4/2020 | Due 6/4/2020 | Checking Account | 10100 | Total | \$1,977.95 |
| Claim# | 35718 SCENIC RANGE NEWS | | | | | |
| Cash Payment | E 100-43100-340 Advertising | | summer casual laborers ad 2020 | | | \$31.50 |
| | Invoice 17593 | | | | | |
| Transaction Date | 6/4/2020 | Due 6/4/2020 | Checking Account | 10100 | Total | \$31.50 |
| Claim# | 35719 SELLMAN BORLAND & SIMON PLLC | | | | | |
| Cash Payment | E 100-41600-304 Legal Fees | | may 2020 legal fees | | | \$1,166.00 |
| | Invoice | | | | | |
| Transaction Date | 6/4/2020 | Due 6/4/2020 | Checking Account | 10100 | Total | \$1,166.00 |
| Claim# | 35720 SINCLAIR EXPRESS MART | | | | | |
| Cash Payment | E 100-42100-313 2016 Chevy Tahoe | | gas may 2020 | | | \$206.78 |
| | Invoice | | | | | |
| Cash Payment | E 100-42100-314 2019 TAHOE | | gas may 2020 | | | \$131.85 |
| | Invoice | | | | | |
| Cash Payment | E 100-42200-266 2019 Dodge Ram Brush Tr | | gas may 2020 | | | \$65.58 |
| | Invoice | | | | | |
| Cash Payment | E 100-42200-287 2011 Wynn Fire Tanker | | gas may 2020 | | | \$50.01 |
| | Invoice | | | | | |
| Cash Payment | E 100-42200-290 #1 1997 Intl Pump/Diesel | | gas may 2020 | | | \$35.26 |
| | Invoice | | | | | |
| Cash Payment | E 100-42200-288 2006 Water Truck | | gas may 2020 | | | \$80.84 |
| | Invoice | | | | | |
| Cash Payment | E 100-42200-285 2011 E-1 Rear Mount Pum | | gas may 2020 | | | \$77.00 |
| | Invoice | | | | | |
| Cash Payment | E 100-42200-296 1996 Chevrolet Brush Truc | | gas may 2020 | | | \$13.45 |
| | Invoice | | | | | |
| Cash Payment | E 100-43100-210 Operating Supplies (GENE gas may 2020 battery oil | | | | | \$36.87 |
| | Invoice | | | | | |
| Cash Payment | E 100-43100-267 2019 Chevy 3500HD | | gas may 2020 | | | \$84.65 |
| | Invoice | | | | | |
| Cash Payment | E 100-43100-273 2005 Ford Pickup | | gas may 2020 | | | \$32.00 |
| | Invoice | | | | | |
| Cash Payment | E 100-43100-275 99 JD Front End Loader | | gas may 2020 | | | \$65.60 |
| | Invoice | | | | | |
| Cash Payment | E 100-43100-282 Mowers | | gas may 2020 | | | \$18.96 |
| | Invoice | | | | | |
| Cash Payment | E 100-43100-279 2009 GMC Pickup | | gas may 2020 | | | \$91.65 |
| | Invoice | | | | | |
| Cash Payment | E 650-48000-450 2008 Ambulance fuels -15 | | gas may 2020 | | | \$249.73 |
| | Invoice | | | | | |
| Cash Payment | E 650-48000-452 2012-2013 Ambulance 150 | | gas may 2020 | | | \$149.02 |
| | Invoice | | | | | |
| Cash Payment | E 660-48660-460 TRANSFER AMBULANCE | | gas may 2020 | | | \$14.14 |
| | Invoice | | | | | |
| Transaction Date | 6/4/2020 | Due 6/4/2020 | Checking Account | 10100 | Total | \$1,403.39 |

CITY OF NASHWAUK

06/04/20 1:52 PM

Page 6

***Claim Register©**

6920CLAIM1

May 2020

| | | | | | | |
|---|-----------------|--------------------------|--------------------------------------|-------|--------------|--------------------|
| Claim# 35721 SULLIVAN CANDY & SUPPLY | | | | | | |
| Cash Payment | E 100-42100-210 | Operating Supplies (GENE | paper towels for bathroom fire hall | | | \$93.88 |
| Invoice | | | | | | |
| Cash Payment | E 100-42200-210 | Operating Supplies (GENE | paper towels for bathroom fire hall | | | \$93.88 |
| Invoice | | | | | | |
| Cash Payment | E 650-48000-210 | Operating Supplies (GENE | paper towels for bathroom fire hall | | | \$46.94 |
| Invoice | | | | | | |
| Cash Payment | E 660-48660-210 | Operating Supplies (GENE | paper towels for bathroom fire hall | | | \$46.94 |
| Invoice | | | | | | |
| Transaction Date | 6/4/2020 | Due 6/4/2020 | Checking Account | 10100 | Total | \$281.64 |
| Claim# 35722 TJS AUTO REPAIR INC | | | | | | |
| Cash Payment | E 660-48660-460 | TRANSFER AMBULANCE | oil change and inspection | | | \$54.00 |
| Invoice | 10398 | | | | | |
| Cash Payment | E 650-48000-452 | 2012-2013 Ambulance 150 | diagnosis poor running condition | | | \$360.00 |
| Invoice | 10344 | | | | | |
| Transaction Date | 6/4/2020 | Due 6/4/2020 | Checking Account | 10100 | Total | \$414.00 |
| Claim# 35723 WILLIAMS, JAIME | | | | | | |
| Cash Payment | E 650-48000-210 | Operating Supplies (GENE | tackle boxes for iv supplies in rigs | | | \$9.74 |
| Invoice | | | | | | |
| Cash Payment | E 660-48660-210 | Operating Supplies (GENE | tackle boxes for iv supplies in rigs | | | \$9.75 |
| Invoice | | | | | | |
| Transaction Date | 6/4/2020 | Due 6/4/2020 | Checking Account | 10100 | Total | \$19.49 |
| Claim Type | | | | | Tota | \$20,238.80 |

| | |
|---------------------------------------|--------------------|
| Pre-Written Checks | \$342.35 |
| Checks to be Generated by the Compute | \$19,896.45 |
| Total | \$20,238.80 |

| NAME | YES | NO | ABSTAIN |
|------|-----|----|---------|
| 1) | | | |
| 2) | | | |
| 3) | | | |
| 4) | | | |
| 5) | | | |

NASHWAUK 5-YEAR CAPITAL IMPROVEMENT PLAN
April 2020

| Original Town Street / Utilities | 1-2 Year | 3-5 Year | 5+ Year | Costs | Prev. Year | Remarks |
|-------------------------------------|----------|----------|---------|------------|------------|--|
| 1st Street (TH 65) | | | | | 2019 | Completed 2019 |
| 4th Street Alley (East) | | | | | 2019 | Completed 2019 |
| • Hawkins to Fern | | | | | 2006 | Reconstructed |
| York Avenue | | | | | | |
| • 2nd to 3rd | | | | \$ 65,000 | | Reconstruction/Storm Repairs |
| Deering Avenue | | | | | | |
| • 4th to 4th Alley | | | | \$ 40,000 | | Reconstruction - Drianage to Ditch |
| Alleys | | | | | | |
| North of Central | | | | | | |
| • 1st St. to 4th St. | | | | \$ 175,000 | | Alley reconstruction. Replace water main from 1st to 3rd |
| South of Central | | | | | | |
| • 1st St. to 4th St. | | | | \$ 175,000 | | Alley reconstruction. Replace water main from 1st to 3rd |
| Recreation | | | | | | |
| Hawkins Overlook | | | | | | Reconstruct existing overlook w/ADA accessibility, new parking, pavilion & restrooms |
| Wastewater | | | | | | |
| Main Lift Station / EQ Basin | | | | \$ 188,000 | 1988 | Pump and control reconstruction |
| Original Town | | | | | | |
| 2nd Street | | | | | | |
| • LaRue to Hawkins | | | | | 1994 | Constructed w/RV Park in 1994 |
| • LaRue to Hawkins | | | | \$ 70,000 | | Mill/Overlay - Spot Repairs in the future includes going to TH 65 |
| • Hawkins to York | | | | | 2014 | Mill/Overlay - Spot Repairs |
| • York to Fern | | | | | 2008 | Reconstructed - Sanitary sewer replaced |
| • Fern to South | | | | | 2008 | Reconstructed - Storm sewer replaced |
| 3rd Street | | | | | | |
| • Hawkins to Central | | | | | 2014 | Mill/Overlay - Spot Repairs |
| • Central to Pearson | | | | \$ 400,000 | | Reconstruction/Water and Sewer Replacement |
| • Pearson to Platt | | | | \$ 55,000 | | Mill/Overlay - Spot Repairs |
| • Platt to Roberts | | | | | 2014 | Mill/Overlay - Spot Repairs |
| • Roberts to Fern | | | | \$ 105,000 | | Mill/Overlay - Spot Repairs |
| 4th Street | | | | | | |
| • Hawkins to Central | | | | | 2015 | Mill/Overlay - Spot Repairs |
| • Central to Pearson | | | | | 2014 | Reconstructed in 2014 with water/sewer replaced. |
| • Pearson to Fern | | | | | 1999 | Reconstructed in 1999 with water/sewer replaced. |
| • Pearson to Fern | | | | \$ 88,000 | | Future Mill/Overlay |
| Original Town Street / Utilities | 1-2 Year | 3-5 Year | 5+ Year | Costs | Prev. Year | Remarks |
| Hawkins Ave | | | | | | |
| • 1st to 2nd St. Alley | | | | | 2011 | Reconstructed with Essar Utility Project |
| • 2nd St. Alley to 4th | | | | | 1999 | Overlaid |

| Original Town Street / Utilities | 1-2 Year | 3-5 Year | 5+ Year | Costs | Prev. Year | Remarks |
|--|-----------------|-----------------|----------------|--------------|-------------------|---|
| Central Avenue | | | | | | |
| • CSAH 86 | | | | | 2012 | Mill/Overlay - Spot Repairs / Street Scape |
| • 1st to 4th St. Alley | | | | | | Parking Lot at 3rd Street |
| Deering Avenue | | | | | | |
| • 1st to 2nd | | | | \$ 40,000 | | Mill/Overlay - Spot Repairs |
| • 2nd to 4th | | | | \$ 75,000 | | Mill/Overlay - Spot Repairs |
| Pearson Avenue | | | | | | |
| • 1st to West | | | | \$ 30,000 | | Mill/Overlay -Spot repairs |
| • 1st to 4th | | | | | 2012 | Reconstruction / Sewer Replacement |
| • 4th to Alley | | | | \$ 20,000 | | Mill/Overlay -Spot repairs |
| Platt Avenue | | | | | | |
| • 1st to West | | | | \$ 20,000 | | Mill/Overlay |
| • 1st to 3rd | | | | | 2016 | Widening and Reclaim and Overlay |
| • 3rd to 4th | | | | | 2014 | Reconstructed |
| • 4th to Mississippi Add. | | | | | 2015 | Reconstructed with water and sewer |
| Roberts Avenue | | | | | | |
| • 1st to West | | | | \$ 20,000 | | Mill/Overlay |
| • 1st to 3rd | | | | | 1997 | Widen to the South - Sanitary Sewer Replaced |
| • 1st to 3rd | | | | \$ 75,000 | | Mill/Overlay - Spot Repairs |
| • 3rd to 4th Alley | | | | \$ 100,000 | | Reconstruction with Sewer Replacement |
| York Avenue | | | | | | |
| • 1st to West | | | | | 2014 | Mill/Overlay |
| • 1st to 2nd | | | | | 2014 | Mill/Overlay - Spot Repairs |
| • 3rd to 4th Alley | | | | \$ 110,000 | 1992 | Storm Repairs/Mill/Overlay |
| Fern Avenue | | | | | | |
| • 1st to West | | | | \$ 15,000 | | Mill/Overlay |
| • 1st to 2nd | | | | \$ 42,000 | | Mill/Overlay - Spot Repairs |
| • 2nd to 3rd | | | | | 2008 | Reconstructed - Sanitary sewer replaced |
| • 3rd to 4th Alley | | | | \$ 60,000 | | Mill/Overlay - Spot Repairs |
| New Addition Street / Utilities | 1-2 Year | 3-5 Year | 5+ Year | Costs | Prev. Year | Remarks |
| 5th Street | | | | | | |
| • Cul de sac to Deering E. | | | | | 1996 | Water / Sewer / Gravel Street constructed |
| • Cul de sac to Deering E. | | | | | 1998 | Paved Street |
| • Cul de sac to Deering E. | | | | \$ 60,000 | | Street repairs / culverts replacement / reconstruct cul-de-sac / ditch cleaning - Sept. 2016 Report |
| • Deering E. to Platt East | | | | | 1996 | Water / Sewer / Gravel Street |
| • Deering E. to Platt East | | | | | 1998 | Paved Street |
| • Deering E. to Platt East | | | | \$ 35,000 | | Street repairs / culverts replacement / ditch cleaning - Sept. 2016 Report - Future curb & gutter |
| 6th Street | | | | | | |
| • Deering Ave. to North | | | | | 2000 | Water / Sewer / Gravel Street |
| • Deering Ave. to North | | | | | 2006 | Paved Street |
| • Deering Ave. to North | | | | \$ 42,000 | | Street repairs / culverts replacement / ditch cleaning - Sept. 2016 Report |
| 7th Street | | | | | | |
| • Deering Ave. to North | | | | | 2001 | Water / Sewer / Gravel Street |
| • Deering Ave. to North | | | | | 2006 | Paved Street |

| New Addition Street / Utilities | 1-2 Year | 3-5 Year | 5+ Year | Costs | Prev. Year | Remarks |
|--------------------------------------|-----------------|-----------------|----------------|--------------|-------------------|--|
| 7th Street | | | | | | |
| • Deering Ave. to North | | | | \$ 25,000 | | Street repairs / culverts replacement / ditch cleaning - Sept. 2016 Report |
| Hawkins Ave. East | | | | | | |
| • CR 86 to 5th Street | | | | | 1996 | Water / Sewer / Gravel Street (except wetland) |
| • CR 86 to 5th Street | | | | | 1998 | Constructed Street through wetland and Paved |
| • CR 86 to 5th Street | | | | \$ 35,000 | | Street repairs / culverts replacement / ditch cleaning - Sept. 2016 Report |
| Deering Ave. East | | | | | | |
| • 5th Street to West 100' | | | | | 1996 | Water / Sewer / Gravel Street |
| • 5th Street to West 100' | | | | | 1998 | Paved Street |
| • 5th Street to 6th Street | | | | | 2000 | Water / Sewer / Gravel Street |
| • 6th Street to 7th Street | | | | | 2000 | Rough Grading |
| • 6th Street to 7th Street | | | | | 2001 | Water / Sewer / Gravel Street |
| • 5th Street to 7th Street | | | | | 2006 | Paved Street |
| • 5th Street to 7th Street | | | | \$ 32,000 | | Street repairs / culverts replacement / reconstruct cul-de-sac - ditch cleaning |
| Pearson Ave. East | | | | | | |
| • CR 86 to 5th Street | | | | | 1996 | Water / Sewer / Paved Street |
| • CR 86 to 5th Street | | | | \$ 15,000 | | Street repairs / culverts replacement / reconstruct cul-de-sac - ditch cleaning - Future curb & gutter |
| • 5th Street to the East | | | | \$ 150,000 | | Construct street to Midwest Manufacture (Mottor) |
| Platt Ave. East | | | | | | |
| • CR 86 to 5th Street | | | | | 1998 | Water / Sewer / Paved Street w/ curb and gutter |
| • 5th Street to Cul-De-Sac | | | | | 2006 | Water / Sewer / Paved Street w/ curb and gutter |
| • CR 86 to Cul-De-Sac | | | | \$ 110,000 | | Street repairs / storm sewer improvements |
| Other City Streets | 1-2 Year | 3-5 Year | 5+ Year | Costs | Prev. Year | Remarks |
| Little Sweden Road | | | | | | Gravel road from TH 65 to the northeast |
| County Road 58 | | | | | | County turned over to the City. Deadends past the Cemetery. County upgraded the road in 2014, prior to giving over to City |
| Rabbitt Road | | | | | | Ownership still undetermined |
| Sierra Road (S. of us 169) | | | | | | Gravel Road from bridge underpass to O'Brien Reservoir |
| Bus Garage Street | | | | \$ 65,000 | | Paved street on City Property (not platted) |
| Access Road to Kapella | | | | | | Unnamed - Easement existings for the first 300', but not recorded. Public right of way to Revolution Auto Parts |
| Draiange Ditches | | | | | | |
| • North Ditch | | | | | 1991 | Reconstructed from TH 65 to County Road 86 |
| • East Ditch | | | | | 1992 | Ditch running north south from County Road 86 to TH 169. Dredged in 1992, after the 2001 storm |
| | | | | | 2001 | |
| | | | | | 2015 | and recently in 2015 |

| Alleys | 1-2 Year | 3-5 Year | 5+ Year | Costs | Prev. Year | Remarks |
|--|-----------------|-----------------|----------------|--------------|-------------------|---|
| 1st Street Alley (East) | | | | | | |
| • Hawkins to South T. N. of Central | | | | \$ 34,000 | | Reconstruction |
| • North T, S. of Central to Fern | | | | | 2006 | Reconstructed |
| • Fern to South | | | | \$ 50,000 | 1997 | Spot Sanitary sewer Repairs in 1997 - Reconstruct in future |
| 2nd Street Alley (East) | | | | | | |
| • Hawkins to South T, N. of Central | | | | \$ 39,000 | | Reconstruction |
| • North T, S. of Central to Pearson | | | | \$ 60,000 | | Reconstruction |
| • Pearson to Platt | | | | | 2006 | Reconstructed |
| • Platt to Roberts | | | | | | No Alley - School |
| • Roberts to Fern | | | | | 2006 | Reconstructed |
| 3rd Street Alley (East) | | | | | | |
| • Hawkins to South T, N. of Central | | | | \$ 30,000 | | Reconstruction |
| • North T, S. of Central to Fern | | | | | 2006 | Reconstructed |
| Recreation | 1-2 Year | 3-5 Year | 5+ Year | Costs | Prev. Year | Remarks |
| RV Campground | | | | | 1993 | Initial 11 sites developed with water, sewer and electric, expand 6 sites to North in 2002, upgrades to be determined |
| Pavilion Area | | | | | 1993 | Pavillion Built with RV dump station and Parking Lot Short term upgrades to be determined |
| Dearing Avenue Park | | | | | | Upgrades to be determined |
| Rec Center | | | | \$ 2,500,000 | 1982 | Constrected in 1982 Current concept includes a 6,500 sf addition for a Nashwauk Community center and improvements to the ice arena |
| Mesabi Trail | | | | | | |
| • 4th St. out to O'Brien | | | | | 1993 | Constructed in 1993 |
| • Pavillion to 4th st. | | | | | 1992 | Constructed along Hawkins |
| • Pavillion to South along 2nd Street to Kiosk | | | | | | Utilizes the existing sidewalks along 2nd |
| • Kiosk to W. City Limints | | | | | 1998 +/- | Constructed by St Loius County Rail Authority |
| New Addn. Little League | | | | | | Previous discussion included grading and drainage improvements |
| LaRue Pit Access | | | | | 1996 | Access Road and Boat Landing built in 1996 |

| Water System | 1-2 Year | 3-5 Year | 5+ Year | Costs | Prev. Year | Remarks |
|---------------------------------|----------|----------|---------|-------|------------|--|
| 4th Street Pump House | | | | | 1983 | Constructed a new pump house on the existing well location. Short term improvements include |
| | | | | | | |
| | | | | | | |
| North Pumphouse / Booster Pumps | | | | | 2012 | New building and controls constructed with Essar Steel project |
| | | | | | | |
| Elevated Tower | | | | | 1999 | 300,000 gallon tank built in 1999. Recently cleaned. Typically requires repainting every 15 years, but should be accessed of current needs |
| | | | | | | |
| Essar Steel | | | | | 2012 | 18,000 l.f. of 10" water main along TH 65 / CR 58 and 13,600 l.f. of 6" water main into Essar site |
| | | | | | | |
| Wastewater | 1-2 Year | 3-5 Year | 5+ Year | Costs | Prev. Year | Remarks |
| Wastewater Ponds | | | | | 1988 | 57-acre ponds built in 1988. Possible pond expansion with Keewatin/Swan Lake in the future |
| | | | | | | |
| Essar Steel | | | | | 2012 | 3,700 l.f. gravity sewer and 13,900 l.f. of force main along TH 65 / CR 58 and 13,400 l.f. of force main and 4 lift stations into Essar site |
| | | | | | | |
| Economic Development | 1-2 Year | 3-5 Year | 5+ Year | Costs | Prev. Year | Remarks |
| Bozich Phase 2+ | | | | | | Future expansion in various phases based on demand |
| | | | | | | |
| South Industrial Park | | | | | | Concept includes heavy industrial park - TAX FORFEITED parcels to be acquired by City |
| | | | | | | |
| 7th Addition Housing | | | | | | Concept for townhouse/single family homes previously evaluated |
| | | | | | | |
| Vacant Lots in Ind. Park | | | | | | Inventory current status |
| | | | | | | |
| North Industrial Park | | | | | 2012 | Water/sewer extended to site. 5-acre site |
| | | | | | | |
| Public Buildings | 1-2 Year | 3-5 Year | 5+ Year | Costs | Prev. Year | Remarks |
| City Hall | | | | | | Short term improvements include |
| | | | | | | |
| Public Works Garage | | | | | | Short term improvements include |
| | | | | | | |
| Public Safety Complex | | | | | 1992 | Constructed |
| | | | | | | Short term improvements include |
| | | | | | | |

AMENDED AND RESTATED JOINT POWERS AGREEMENT
Relating to the East Itasca Joint Powers Board

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JOINT POWERS AGREEMENT
Relating to the East Itasca Joint Powers Board

This JOINT POWERS AGREEMENT (this "Agreement") is entered into on the effective date described in Section 9.6 below, by and between the City of Nashwauk ("Nashwauk"), the City of Keewatin ("Keewatin") and the Town of Lone Pine ("Lone Pine"), all in Itasca County, Minnesota (the City of Nashwauk and the City of Keewatin are collectively referred to herein as the "Cities" and the Town of Lone Pine "Town" or collectively together the "Parties" and individually referred to herein as a "Party"), for and in consideration of the promises, the mutual advantages to be derived therefrom and in consideration of the mutual covenants contained in this agreement, it is agreed by and between the Parties as follows:

ARTICLE I - RECITALS; DEFINITIONS; RULES OF INTERPRETATION

1.1 Recitals. The Parties make the following recitals of fact which are incorporated and made part of this Agreement:

A. This Agreement is being entered into pursuant to Minnesota Statutes, Section 471.59 (the "Act") and amends and replaces in its entirety that Joint Powers Agreement for Wastewater Treatment Plan dated _____, and all amendments thereto. The Act states that two (2) or more governmental units, by agreement entered into through action of their governing bodies, may jointly or cooperatively exercise any power common to the Parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised.

B. It has been determined by the Parties that public health and ground water protection is of value to the Parties on an individual and mutual basis.

C. The Parties have determined that it is beneficial to the Parties to share the cost to jointly operate, maintain, repair and replace the Wastewater Treatment Plant, certain portions of wastewater collection facilities of the Parties, and related administrative costs of the System (defined below). Each Party will retain ownership of those portions of the System located within its jurisdiction.

D. The Parties anticipate the issuance of obligations to finance capital projects for the System (each a "Project"). The Parties may identify one or more of the Parties to act as an issuer of obligations to finance the Project (the "Issuers" or individually an "Issuer"). To provide financing for a Project, a Party may apply for approval of a loan from a state or federal governmental entity (an "Anticipated Loan"). The proceeds of an Anticipated Loan will be used to pay Project costs, or alternatively, the principal of any Temporary Obligations (defined below) issued to provide temporary financing for a such Project when due.

E. Currently, each of Nashwauk and Keewatin has applied for and anticipates approval of an Anticipated Loan from the State of Minnesota Public Facilities Authority (the "PFA"), for the purpose of providing funds to finance capital improvements to the

System. Nashwauk has applied for a loan from the PFA to pay for improvements to the Wastewater Treatment Plant (the “Nashwauk Project”). Keewatin has applied for a loan from the PFA to pay for improvements to portions of the wastewater collection facilities of the System (the “Keewatin Project”). The Nashwauk Project and Keewatin Project shall each constitute a Project. The Nashwauk Project and the Keewatin Project are together referred to herein as the “Phase I Projects.”

F. The Parties have agreed to cooperate, through this Agreement, in the issuance by each Issuer of: (i) one or more temporary bonds in the amount of an Anticipated Loan (the “Temporary Obligations”); and (ii) permanent obligations or additional temporary bonds as further described in Minnesota Statutes Section 475.61 issued to repay the Temporary Obligations and pay Project costs in an amount not greater than an Issuer’s Anticipated Loan (the “Permanent Obligations” and together with the Temporary Obligations, the “Obligations” or individually, an “Obligation”) to finance a Project.

G. Each Party has agreed to pay an allocated share of Obligations as agreed to by the Parties pursuant to written agreement of the Parties prior to issuance of an Obligation.

H. The Parties have agreed to pay an allocated share of the Obligations issued to finance the Phase I Projects as set forth in **Exhibit A** to this Agreement.

I. The Parties anticipate future issuance of Obligations by the Town to finance the construction of a wastewater collection system which will connect to the System, and a portion of which, will become part of the System.

1.2 Definitions. The following terms have the meanings given, unless the context clearly indicates otherwise:

A. “Act” means Minnesota Statutes, Section 471.59, as the same may be amended from time to time.

B. “Agreement” means this Amended and Restated Joint Powers Agreement, as the same may be amended from time to time.

C. “Board” means the Joint Powers Board created in Section 2.2 of this Agreement, or any successor to its functions.

D. “Bylaws” means the bylaws adopted from time to time by the Board.

E. “Capital Expenditures” means costs of a type that would be properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of “placed in service” under the Reimbursement Rules) under general federal income tax principles in effect at the time the cost is paid, if the Obligor were a taxable corporation.

F. “City” or “Cities” means collectively, the City of Nashwauk and the City of Keewatin, or individually, either of them.

G. “GAAP” means generally accepted accounting principles applicable to municipalities as issued by the Governmental Accounting Standards Board (GASB) from time to time, consistently applied.

H. “Governing Body Representatives” means the members of the Board appointed by the Parties as described in Section 3.1a.i.(1) hereof.

I. “Keewatin” means the City of Keewatin, Minnesota.

J. “Nashwauk” means the City of Nashwauk, Minnesota.

K. “Nashwauk Public Utilities Commission (NPUC)” means the Commission created by the City of Nashwauk to manage its public utility.

L. “Party” or “Parties” means collectively, the signatories to this Agreement, or individually, one of the signatories to this Agreement.

M. “State” means the State of Minnesota.

N. “System” means the Wastewater Treatment Plant and all wastewater collection facilities owned and operated by the City of Nashwauk as shown on the attached **Exhibit B**. *[Note: need map to identify jointly maintained assets]*

O. “Town” means the Town of Lone Pine, a public corporation and political subdivision of Itasca County, Minnesota.

P. “Wastewater Treatment Plant” means the wastewater treatment plant located in and owned by Nashwauk, which will serve the Parties to this Agreement.

1.3 Rules of Interpretation.

A. This Agreement must be interpreted in accordance with and governed by the laws of the State.

B. The words “herein,” “hereof” and “hereunder” and words of similar import, without reference to any particular section or subdivision, refer to this Agreement as a whole rather than to any particular section or subdivision hereof.

C. The article and section headings and the Table of Contents in this Agreement are for convenience of reference only and do not define, limit or affect the construction hereof.

D. References in this Agreement to any particular article, section or subdivision hereof are to the article, section or subdivision of this Agreement as originally executed.

E. All accounting terms not otherwise defined in this Agreement have the meanings assigned to them in accordance with GAAP; and all computations provided for in this Agreement must be made in accordance with GAAP consistently applied and applied on the same basis as in prior years.

F. Unless the context hereof clearly requires otherwise, the singular includes the plural and vice versa and the masculine includes the feminine and vice versa.

G. References to the governing body of a City, Town or a Party are references to the governing body as elected by the voters, and in the case of a vacancy on the governing body, such person or persons as are appointed by the remaining members of the governing body. Where reference is made to approval of a Party, such approval must be evidenced by an action of its governing body.

ARTICLE II - BOARD ESTABLISHED

2.1 Finding. It is found and determined that each of the Parties is authorized to enter into this Agreement pursuant to the Act.

2.2 Joint Powers Board Established; Composition; Purpose; Limitation.

A. *Board Established.* Pursuant to the Act, the Parties join together to establish a joint powers board known as the East Itasca Joint Powers Board (the "Board") as a public agency.

B. *Composition.* The Board consists of representatives of all of the local governments signatory to this Agreement and also those local governments which may in the future become signatory to this Agreement.

C. *Purpose.* The Board is established for the following purposes:

i. for the joint and mutual planning and implementation of Phase I and Phase II of the centralized Wastewater Treatment Plant and related wastewater collection facilities;

ii. to provide the equipment, services and other items necessary and appropriate for the establishment of the System, including the Wastewater Treatment Plant for the joint and mutual benefit of the Parties;

iii. to plan for and provide a forum for discussion, study, development and implementation of recommendations of mutual interest regarding wastewater collection and treatment within the Parties; and

iv. to assist the parties in the exercise of their powers under Minnesota Statutes, Sections 115.46 and 444.075.

D. *Limitation.* No contract, employment, purchase, debt, liability, or obligation of the Board over \$25,000 will be binding upon or obligate any Party unless the governing body of such Party specifically consents thereto.

2.3 Party Approval Required.

A. *Parties are Members.* Each Party is entitled to representation on the Board and the rights and privileges of membership. Each Party is subject to all obligations of membership. Each local governmental unit signing this Agreement and each local governmental unit which may in the future sign this Agreement.

B. *Approval by Each Party Required.* Prior to execution of this Agreement, each Party must deliver to the other a certified copy of a resolution or minutes showing an action of its governing body authorizing and directing the execution of this Agreement.

2.4 New Parties.

A. Participation in the Board is contingent upon the execution of this Agreement. New Parties will be admitted upon a majority vote of the members of the Board. The terms and conditions of admission will be determined by the Board.

B. *Assumption of Liabilities.* All new Parties will become subject to existing debts and liabilities of Board to the same extent as all other Parties.

2.5 Withdrawal of Members. Upon mutual agreement of all of the Parties in writing, any Party to this Agreement may cease to be a Party and may withdraw from the Board if any one (1) of the following conditions are met:

A. the wastewater collection system can be and is turned over to another legal entity that is mutually agreeable to all Parties;

B. there is no outstanding indebtedness incurred by any of the Parties or by the Board with respect to the System;

C. payment or defeasance in full of a withdrawing Party's proportionate share of all outstanding Obligations incurred by the Board or a Party with respect to the System; or

D. the Parties mutually agree that the Board and this Agreement are no longer necessary.

**ARTICLE III - BOARD COMPOSITION; ORGANIZATION; OPERATION;
COMPENSATION**

3.1 Composition of the Board; Members.

A. *Members.* The Board shall be composed of four (4) members, consisting of;

- i. one member of the governing body of each Party; and
- ii. one member who shall be a member of the Nashwauk Public Utilities Commission, appointed by the Nashwauk Public Utilities Commission at their January meeting.

B. *Term.* Each Board member serves until their successor on the governing body of a Party has qualified, except that the rotating member shall serve for a one year term.

C. *Vacancies.* If a vacancy in the voting membership of the Board results from the vacancy in the governing body of a Party, the person appointed or elected by the Party to fill the vacancy in the Party's governing body will also fill the vacancy on the Board.

D. *Appointing Authorities Responsible.* The appointing authority is responsible for the actions of and attendance by the members it appoints to the Board.

3.2 Election of Officers; Meetings of the Board. The Board shall:

A. elect officers; and

B. establish a schedule of meeting dates and method of notice, manner of payment of expenditures and any other procedural items deemed necessary to carry out the intent of this Agreement.

3.3 Organization; Bylaws; Officers. The Board may organize itself as it sees fit, provided that:

A. *Bylaws.* The Board must adopt Bylaws for the purpose of outlining the operational procedures to be followed by the Board, its officers and employees in carrying out the purposes set forth herein. If at any time a conflict should arise between the provisions of the Bylaws and the provisions and directives of the Act or this Agreement, the provisions and directives of the Act or this Agreement, as the case may be, will in all cases be controlling.

B. *Officers.* The Board may provide in the Bylaws for such officers as may be necessary for the conduct of its operations, provided that the Party from whom the presiding officer is selected shall not be able to select the vice presiding officer of the Board.

3.4 Meetings Must be Open; Minutes Will be Taken. Except as provided in Minnesota Statutes, Chapter 13D, all meetings of the Board must be open to the public. The Board must keep minutes of its proceedings as a public record. The Board must provide an opportunity for public comment at each of its regular meetings.

3.5 Compensation. Members of the Board must serve without compensation, but may be paid their actual expenses while engaged in performing the duties of their office or otherwise engaged in the business of the Board, upon submission of vouchers and/or receipts therefor. The Board will establish per diem rates for the conduct of official business and attendance at meetings on behalf of the Board. Members of the Board will be reimbursed for their mileage expenses at the federal mileage reimbursement rate then in effect.

3.6 Voting.

A. *Quorum.* A quorum for the transaction of all business by the Board consists of a majority of the voting members of the Board; provided that each Party has at least one member in attendance.

B. *One (1) Vote Per Member.* Each member of the Board in attendance will have one (1) vote.

C. *No Proxy Voting.* Proxy votes are not allowed.

D. *Majority Vote Required.* A majority vote of the members of the Board in attendance is necessary for any action.

3.7 Execution of Documents. All contracts, bonds, certificates of indebtedness and all instruments of every kind to which the Board is a party, must be executed in the name of the Board by the Chair of the Board and countersigned by the recording officer unless otherwise provided by resolution of the Board.

ARTICLE IV - POWERS AND DUTIES OF THE BOARD

4.1 Powers. The Board has the powers set forth in the Act and those powers necessary and incidental to carrying out the purposes set forth in this Agreement; including but not limited to the following:

A. The Board may make and enter into contracts in its own name subject to Minnesota Statutes 471.345, including contracts for providing services to other governmental units.

B. The Board may employ agents for planning and implementation of the project phases.

C. The Board may acquire, purchase, lease, hold and dispose of property, both real and personal.

D. The Board may incur debts, liabilities or obligations necessary for the accomplishment of its purposes in accordance with the Act, except as limited by this Agreement.

E. The Board may sue in its own name.

F. The Board may recommend the establishment of a fee schedule for its services which must be approved by the Parties.

G. The Board may enter into contracts to provide operational services to the Board on an interim basis.

H. The Board may propose ordinances and regulations for approval by the Parties, adopt resolutions, and take other appropriate action relating to any matter within the powers and purposes of the Board, and may do and perform all other acts and things necessary or proper for the effectuation of said powers and the accomplishment of said purposes.

I. The Board shall invoice the Parties for their proportionate share of the cost for all administrative costs of the Board.

J. The Board shall have such other powers as may be delegated by the Parties from time to time.

4.2 Duties. The duties of the Board include, but are not limited to the following:

A. The Board shall determine general policy of Board.

B. The Board shall hire auditors for annual audit of financial affairs of Board at the end of each fiscal year and provide for such report to be delivered to each Party.

C. The Board shall authorize by resolution any officer or agent to sign checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of Board.

D. The Board shall select banks as depositories by resolution.

E. The Board shall set a per diem rate for members of the Board for attendance at any required meeting for conducting business or other work required on behalf of Board.

F. The Board shall authorize reimbursement of appropriate expenses for members of the Board.

G. The Board shall determine official posting places for official notification by motion.

4.3 Indemnity and Insurance.

A. The Board must keep in full force and effect a liability insurance policy with the maximum limits of liability established in Minnesota Statutes, Chapter 466, as the same is amended from time to time.

B. The Board according to Minnesota Statutes Chapter 466, Tort Liability, Political Subdivisions, “. . . shall indemnify all of its officers and employees, whether elective or appointive, for damages, including punitive damages, claimed or levied against the officer or employee, provided that the officer or employee: (1) was acting in the performance of the duties of the position; and (2) was not guilty of malfeasance in office, willful neglect of duty, or bad faith.”

ARTICLE V - FINANCIAL MATTERS; RECORD KEEPING; CAPITAL EXPENDITURES

5.1 Financial Obligations of the Parties.

A. *Payment of Expenses.* Each Party agrees to pay its allocated share as set forth in **Exhibit C** of OM&R incurred by or on behalf of the City of Nashwauk and all other administrative costs of the Board, as more fully described below.

- i. OM&R shall include but not be limited to the cost of any agents of the Board or employees of a Party performing work on behalf of the City of Nashwauk to operate, maintain and repair the System, subject to the limits set forth in Sections 5.2B and 5.6 of this Agreement.
- ii. Administrative costs shall include but not limited to accounting costs and services, legal fees and costs, photocopying, mailing and publishing costs and the like.

B. *Billing.*

i. The Board will bill the Parties for their allocated share of the costs incurred hereunder, specifically including its allocated share of OM&R set forth on Exhibit C and its share of debt service on Obligations issued for Phase I Projects set forth on Exhibit A; provided that the Board may delegate the invoicing of Parties for its allocated share of OM&R and debt service due on any Obligations to a Party.

ii. Payment must be made within 35 days of submission of a bill by the Board or its delegate to the respective Party. In the event that payment by a

Party is not made within sixty (60) days of the date of the Board's written request for such payment, the Party so in default will not be entitled to vote in the business of the Board until the default is remedied.

iii. In no event may a Party refuse to make any payment as billed by the Board or its delegate. Any dispute over the payment of a Party for their allocated share of the costs involved, and division of payment thereof will be resolved in accordance with this Agreement. The Parties agree that the sole recourse of any of them is to seek a refund from the Board of any overpayment.

C. *Accounting; Record Keeping.* Each Party will maintain a separate bookkeeping account for each System, or Project, as the case may be.

5.2 Financial Obligations of the Board.

A. *Disbursements.* The method used by the Board to disburse funds must agree as far as practicable with the method provided by law for the disbursement of funds by the Parties and shall be set forth in the Bylaws.

B. *Contracts; Purchasing.* Contracts let and purchases made by the Board must conform to the requirements applicable to contracts and purchases of the Parties. No contract for purchase exceeding \$25,000 in amount may be made unless approved by the governing bodies of the Parties.

C. *Record Keeping.* Strict accountability of all funds and report of all receipts and disbursements must be provided for by Board. The Board must maintain separate bookkeeping accounts for the System.

D. *Depositories and Investments.* Minnesota Statutes, Chapter 118A governs all depositories and investment of Board funds.

E. *Deposit of Funds Required.* All income of the Board must be deposited in the Board treasury and held and disposed of as the Board may direct for Board purposes, subject to any pledges or dedications made by the Board or the Parties for the use of particular funds for the payment of bonds or interest thereon or expenses incident thereto or for other specific purposes.

F. *Accounting Methods.* The Board may prescribe and enforce such accounting methods, forms, blanks, and other devices as are consistent with the law and the standards of the Governmental Accounting Standards Board.

5.3 Fiscal Year. The fiscal year of Board commences January 1 and ends on December 31.

5.4 Budget. A proposed budget must be prepared by the Board and presented to the Parties no later than July 15 in each and every year. An annual budget must be adopted by the

Board at its regular August meeting each year. The Parties agree to provide the Board information requested by the Board for purposes of preparing and adopting the budget, including but not limited to estimate costs associated with any employee of a Party performing work on behalf of the Board, other financial information relating to each Party's municipal sewer system and rates and charges therefor.

5.5 Audit.

A. The Board must call for an annual audit of the financial affairs of Board, to be made by a Certified Public Accountant (CPA) at the end of each fiscal year in accordance with GAAP.

B. An original copy of the annual audit report must be delivered to each Party.

5.6 Capital Expenditures. No Capital Expenditures in excess of \$25,000 shall be made unless approved by the governing body of each Party. The issuance of an Obligation by a Party to pay for Capital Expenditures for the System must be approved by unanimous vote of the Board and must be approved by the governing body of each Party.

5.7 Project Financing.

A. Upon identification of a Project, the Board may select an Issuer or Issuers to issue Obligations to finance the Project. Nashwauk and Keewatin are the Issuers for the Phase I Projects.

B. Upon notification of selection by the Board, the Issuer or Issuers shall apply for such Anticipated Loan, grants or other financing sources as the Board may direct to finance a Project. Nashwauk and Keewatin have applied for Anticipated Loans for the Phase I Projects.

C. Each Issuer covenants with the other Parties that:

(i) If temporary financing is required to pay Project costs then upon approval by all Parties to incur temporary financing to pay Project costs prior to receipt of approval of an Anticipated Loan, or upon receipt by an Issuer of a commitment for an Anticipated Loan or other permanent financing for a Project, such Issuer will adopt a resolution: (a) authorizing the issuance of Temporary Obligations; (b) pledging the Anticipated Loan, payments from each Party on its respective loan anticipation note and net revenues of its sewer utility, including its portion of the System for payment of the Temporary Obligations; (c) covenanting and agreeing that if the Temporary Obligations cannot be paid on maturity from proceeds of its Anticipated Loan and net revenues of its sewer utility, including its portion of the System, the Temporary Obligations will be paid from definite obligations or additional temporary bonds as provided in Minn. Stat. §475.61; and (d) approving the levy of ad valorem taxes without limitation as to rate or amount

in the event the Anticipated Loan and net revenues of its sewer utility, including its portion of the System are insufficient for payment of the Temporary Obligations.

(ii) If temporary financing is not required, then upon receipt by an Issuer of a commitment for an Anticipated Loan or other permanent financing for a Project, such Issuer will adopt a resolution: (a) authorizing issuance of the Permanent Obligation; (b) pledging its full faith, credit and taxing power as a general obligation of such Issuer issued pursuant to Minnesota Statutes, Sections 115.46 and 444.075, and Chapter 475; and (c) pledging net revenues derived from operation of its sewer utility, including its portion of the System and its full faith, credit and taxing powers to pay the principal of and interest on the Permanent Obligations when due.

D. Each Party covenants with each Issuer that:

(i) With respect to any Temporary Obligation, upon approval by the Parties to incur temporary financing to pay Project costs prior to receipt of approval of an Anticipated Loan or upon receipt by each Issuer of a commitment for an Anticipated Loan or other permanent financing, the Parties will each adopt a resolution (i) authorizing the issuance by the Issuer of its allocated share of such Temporary Obligation as set forth in Exhibit A for Temporary Obligations issued to finance Phase I Projects, or in a written agreement of the Parties for future Temporary Obligations, on behalf of the Party; (ii) authorizing issuance and delivery to the Issuer by the Party of its general obligation loan anticipation note in the amount of its allocated share of the Temporary Obligation as set forth in Exhibit A for Temporary Obligations issued to finance Phase I Projects, or in a written agreement of the Parties for future Temporary Obligations, plus interest thereon payable at the same interest rate as the Temporary Obligation; (iii) pledging net revenues of its sewer utility, including its allocated share of the System and the full, faith and credit and taxing powers of the Party for payment of its allocated share of such Temporary Obligation as set forth in Exhibit A for Temporary Obligations issued to finance Phase I Projects, or in a written agreement of the Parties for future Temporary Obligations, plus interest thereon payable at the same interest rate as such Temporary Obligation.

(ii) With respect to the Permanent Obligation, the Party will adopt a resolution (i) authorizing the issuance by the Issuer of its allocated share of the Permanent Obligation as set forth in Exhibit A for Permanent Obligations issued for Phase I Projects, or in a written agreement of the Parties for future Permanent Obligations, on behalf of the Party; (ii) authorizing issuance and delivery to the Issuer by the Party of its general obligation sewer revenue note in the amount of its allocated share of the Permanent Obligation as set forth in Exhibit A for Permanent Obligations issued to finance Phase I Projects, or in a written agreement of the Parties for future Permanent Obligations, plus interest thereon payable at the same interest rate as the Permanent Obligations; (iii) pledging net revenues of

its sewer utility, including its allocated share of the System and the full, faith and credit and taxing powers of the Party for payment of its allocated share of the Permanent Obligation as set forth in Exhibit A for Permanent Obligations issued for Phase I Projects, or in a written agreement of the Parties for future Permanent Obligations, plus interest thereon payable at the same interest rate as the Permanent Obligations.

E. For each Temporary Obligation:

(i) the respective Issuer will create a fund designated as the Temporary Obligation Debt Service Fund into which it will deposit payments from the Parties on their loan anticipation notes, an Anticipated Loan and net revenues collected for payment of the Temporary Obligation and proceeds of any Permanent Obligations from which it will pay principal of and interest on the Temporary Obligation as the same become due.

(ii) the respective Issuer will create a fund designated the Temporary Obligation Construction Account (the "Construction Account"), into which it will deposit all proceeds of a Temporary Obligation. From the Construction Account there shall be paid all costs and expenses of making the Project, including, preliminary expenses, the cost of any construction contracts heretofore let and all other costs incurred and to be incurred of the kind authorized in the Act and Minnesota Statutes, Section 475.65; and the monies in said account shall be used for no other purpose except as otherwise provided by law; provided that if upon completion of the Project there shall remain any unexpended balance in the Construction Account, the balance shall be transferred to the Issuer's Temporary Obligation Debt Service Fund. Other costs for which payment from the Construction Account is authorized shall include costs of legal, financial advisory, and other provisional services, printing and publication costs, and costs of issuance of the Temporary Obligation.

F. Proceeds of each Issuer's Anticipated Loan not used to pay the Temporary Obligations in full shall be used to pay Project costs.

G. In the authorizing resolution to be adopted by each Issuer authorizing the Permanent Obligations the Issuer will create a fund designated as the "Permanent Obligations Debt Service Fund" into which it will deposit net revenues of its sewer utility, including its portion of the System collected by the Issuer including net revenues received from the Parties and the Board for payment of the Permanent Obligations from which it will pay principal of and interest on the Permanent Obligations as the same become due.

H. The Board shall assume all responsibilities for the operation and maintenance of the Project, including the replacement of equipment.

I. Each Party covenants and agrees that it will at all times continue to impose, maintain and collect rates, charges and rentals for the services, facilities and benefits provided by the System (including all Projects and all other additions and betterments to the System) to their inhabitants and industries and all others, such as will make the revenues of the System and its municipal sewer system sufficient to meet all of the requirements of this Agreement, including to pay its respective allocated share of OM&R and the principal of and interest due on the Obligations, including the payment of all principal and interest currently due, and the maintenance of any such funds and accounts provided for in any such respective authorizing documents, and with respect to all bonds payable therefrom, including all Obligations.

J. Each Party will cause proper and adequate books of record and accounts to be kept showing complete and correct entries of all receipts, disbursements and other transactions relating to the System, the monthly revenues derived from its operation, and the segregation and application of the revenues in accordance with any authorizing resolution, in such reasonable detail as may be determined by such Party in accordance with generally accepted accounting practices and principles.

K. The respective Issuer's Clerk-Treasurer (the "Clerk-Treasurer") shall manage the payment of the costs of the portion of the Project paid with the Issuer's Obligation or Obligations and payment of the principal and interest on the Obligations.

L. The Parties appoint the respective Issuer's Clerk-Treasurer to manage the respective Debt Service Funds described above. The money in each respective account shall be used for no purpose other than the payment of principal and interest on such Temporary Obligations or Permanent Obligations.

M. The Parties agree that the Board will invoice the Parties for its respective share of debt service due on any Obligations and such payments will be made to the respective Issuer for payment of principal and interest on such Obligations when due; provided that the Board may delegate the invoicing of Parties for its respective share of debt service due on any Obligations to a Party.

N. Monies on deposit in the funds and accounts managed by the Clerk-Treasurers may be invested in securities permitted by Minnesota Statutes, Chapter 118A; provided, that any such investments shall mature at such times and in such amounts as will permit for payment of principal and interest on the Temporary Obligations and Permanent Obligations when due.

ARTICLE VI - EMPLOYEES

6.1 Job Descriptions. The number and the job descriptions of persons employed by the City of Nashwauk to operate the System will be determined by the City of Nashwauk.

6.2 Fringe Benefits. The City of Nashwauk will determine the extent and type of fringe benefits available for City of Nashwauk employees. The full cost of these benefits,

including reasonable administrative expenses approved by the City of Nashwauk, will be borne by the City of Nashwauk. For the purposes of obtaining fringe benefits, such as insurance and retirement benefits, City of Nashwauk personnel will be considered employees of the City of Nashwauk.

6.3 System Superintendent. The superintendent/operator shall be an employee of Nashwauk.

6.4 Employee of Party Performing Work on Behalf of Board. The Board may authorize an employee of a Party to perform work on behalf of the Board for the System, including but not limited to employees necessary to operate, maintain and repair the System and provide administrative support to the Board.

A. The Parties agree that the cost of such employees of a Party for work performed with respect to the System on behalf of the Board shall be shared with each Party paying its allocated share as set forth in Exhibit C.

B. Expenses to be incurred by such employees for work related to System in excess of \$5,000 must be approved by the Board.

C. Unless otherwise agreed to by the Parties in writing, the primary superintendent/operator (with Class B License) for the System will be an employee of Nashwauk performing work for the System so long as such employee has the required licensing.

ARTICLE VII - ORDINANCES

7.1 Adoption of Ordinances. Ordinances of the Board are adopted as follows:

A. *Recommendation.* The Board shall make recommendations regarding the adoption or amendment of ordinances and rates to the Parties.

B. *Adoption of Ordinances by Parties.* Each Party agrees to adopt and enforce within its jurisdiction ordinances that are in substantial conformity with the terms of Board's recommendations regarding ordinances relating to the System, including but not limited to provisions regarding penalties for ordinance violations, limitations on discharges into the System, right of entry, permits and licenses, variances and connection specifications.

7.2 Enforcement of Ordinances. The Parties will enforce its ordinances within its jurisdiction in order to comply with the requirements of this Agreement.

ARTICLE VIII - ENFORCEMENT; DURATION, DISPUTE RESOLUTION

8.1 Parties Must Negotiate. In cases of disputes pertaining to interpretation of the provisions of this Agreement, the Parties are expected to discuss and negotiate with each other in

good faith to resolve the dispute. In cases where the negotiated conclusion produces an arrangement not covered by this Agreement, supplemental agreements may be adopted to clarify existing or to provide additional provisions.

8.2 Duration; Distribution of Assets.

A. *Duration.* This Agreement and Board will continue in effect until this Agreement is rescinded or canceled by mutual consent of all of the Parties.

B. *Disposition of Assets.* Upon termination of this Agreement, the disposition of any property acquired as the result of entering into this Agreement, and the return of any surplus moneys must be in proportion to costs paid by each Party pursuant to this Agreement for the System prior to termination of this Agreement.

ARTICLE IX - MISCELLANEOUS

9.1 Amendments. This Agreement may not be amended, except by written agreement and resolution of all Parties.

9.2 Severability. If any part of this Agreement is adjudged invalid, such adjudication will not effect the validity of this Agreement as a whole or of any other part.

9.3 Notices. All notices required by this Agreement must be in writing. Any notice required under this Agreement will be deemed to be given on the date of mailing if sent by registered or certified mail, return receipt requested, to the address or addresses of the Parties following their signatures at the end of this Agreement.

9.4 Entire Agreement. It is understood and agreed that the entire agreement of the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof as well as any previous agreements presently in effect between the Parties.

9.5 Counterparts. This document may be signed in duplicate originals.

9.6 Effective Date. This Agreement will become effective when signed by all of the Parties.

9.7 Termination of Other Agreements. All joint powers agreements or amendments previously entered into between the Parties relating to the East Itasca Joint Sewer Board are terminated and shall be of no further force or effect.

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IN WITNESS WHEREOF, the undersigned local governments have set their signatures on the respective dates set forth below.

| | |
|-----------------------------|-------------|
| CITY OF NASHWAUK, MINNESOTA | |
| By _____ Mayor | _____, 2020 |
| By _____ Clerk | _____, 2020 |

Signature page to Amended and Restated Joint Powers Agreement:

| | |
|-----------------------------|-------------|
| CITY OF KEEWATIN, MINNESOTA | |
| By _____ Mayor | _____, 2020 |
| By _____ Clerk | _____, 2020 |

Signature page to Amended and Restated Joint Powers Agreement:

| | |
|------------------------------|-------------|
| TOWN OF LONE PINE, MINNESOTA | |
| By _____ Chair | _____, 2020 |
| By _____ Clerk | _____, 2020 |

**EXHIBIT A
ALLOCATED SHARE
PHASE I DEBT SERVICE**

| | |
|-----------|-----|
| NASHWAUK | 5% |
| KEEWATIN | 95% |
| LONE PINE | 0% |

**EXHIBIT B
SYSTEM MAP**

**EXHIBIT C
ALLOCATED OM&R COSTS***

| | |
|-----------|-----|
| NASHWAUK | 50% |
| KEEWATIN | 50% |
| LONE PINE | 0% |

*The Parties agree that upon connection of Lone Pine to the System, the Parties shall each pay 1/3 of the OM&R costs of the System.

Agreement

City of Nashwauk Ambulance Service and TransMedic Billing

THIS AGREEMENT, made and entered into this 15th day of July, 2020, by and between the City of Nashwauk a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "**Client**," and McAlpin Consulting, LLC d/b/a TransMedic Medical Billing Services (TransMedic), whose address is 33 Wentworth Avenue, Suite 380, West Saint Paul, MN, 55118, hereinafter referred to as "**Provider**".

The Client and Provider, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, agree as follows:

SECTION 1: Definitions.

For purposes of this Agreement, the following words and phrases shall have the meanings set forth in this Section, except where the context clearly indicates that a different meaning *is* intended. Any word or term found in this Agreement that is a term of art under the Health Insurance Portability and Accountability Act (HIPAA) shall have the HIPAA definition applied to it.

1. ***Business Associate*** shall mean an entity that performs a function involving the use of disclosure of individually identifiable health information as defined in 45 CFR §160.103. For the purposes of this Agreement, TransMedic shall be considered a Business Associate for the Client.
2. ***Business Records*** shall mean any books, documents, papers, account records and other evidences, whether written, electronic, or in other form, belonging to Provider and pertaining to work performed, under this Agreement.
3. ***Completed Account*** shall mean an ambulance run or medical service provided, where the fees have been invoiced, collected, and deposited in the Clients designated bank account; and where no additional fees are likely to be recovered from any source.
4. ***Covered Entity*** shall mean a health care provider who transmits any health information in electronic form as defined in 45 CFR § 160.103. For purposes of this Agreement, the Client shall be considered a Covered Entity.
5. ***Designated Record Set*** shall have the meaning as defined as 45 CFR Part 164.501.
6. ***EMSRB*** shall mean the Emergency Medical Services Review Board of the State of Minnesota.
7. ***HIPAA*** means the Standards for Privacy of Individually Identifiable Health Information (45 CFR Parts 160 and 164).
8. ***Individual*** means the person who is the subject of the PHI.

9. **Minimum Necessary** shall have the meaning as defined in 45 CFR Part 154.502
10. **Net Dollars Collected** shall mean the total of daily deposits of the ambulance service and other medical services fees made to the Clients designated bank account less refunds.
11. **Privacy Rule** shall mean the Standards for Privacy of Individually Identifiable Health information as defined in 45 CFR Part 160 and Part 164 Subparts A and E.
12. **Private Pay** shall mean a method of paying for the ambulance and medical services referenced in this Agreement through sources other than reimbursement of fees by insurance companies or governmental programs including but not limited to Medicare.
13. **Protected Health Information (PHI)** shall have the same meaning as the term "protected health information" in 45 CFR § 164.501, limited to the information created or received by the Business Associate from or on behalf of a Covered Entity.
14. **Revenue Recapture Program** shall mean the municipal ambulance service collection authority and process as defined in Minnesota Statutes § 270A.01 to 270A.12 (the Revenue Recapture Act).
15. **Ambulance Inter-Governmental Transfer Funding (IGT's)** shall mean the state program that allows a Governmental ambulance service to leverage a federal match for under payment of Medicaid patients.
16. **Required By Law** shall have the same meaning as the term "required by law" in 45 CFR § 164.501.
17. **Secretary** means the U. S. Secretary of the Department of Health and Human Services.
18. **Work product** shall mean any report, recommendation, paper, presentation, drawing, demonstration, or other materials, whether in written, electronic, or other format that results from Provider's services under this Agreement.

SECTION 2: Scope of Services

- A. Provider agrees to provide billing services for the ambulance services and emergency medical services provided by the Client.
- B. The specific tasks to be performed are as follows:
 1. Obtain all ambulance services data from the client and review for completeness, accuracy, and correct medical codes needed to perform

the billing services. Gather any missing patient information required to collect service fees and reconcile with the client records. The data collection and verification process shall include interacting with receiving hospitals to obtain admitting records and matching with ambulance run records as needed.

2. Verify reimbursement rates and procedures from third party insurance companies, HMOs, Medical Assistance, Medicare, and other related parties. Submit claims to these entities on behalf of the client.
3. Issue invoices for all ambulance and medical services provided by the client, including Extrication and Treat No Transport services, within seven (7) days of receiving complete billing information. Invoices will include, but not be limited to
 - a. Medicare claims in the format required for reimbursement;
 - b. Claims to HMOs and other insurance companies;
 - c. Claims to the patient or other responsible party;
 - d. Claims to any other governmental entities or agents; and
 - e. Prepare financial information for the client to file annual IGTs with the Department of Human Services.
4. Take additional steps as may be necessary to collect all fees due and owing for these services. The additional steps may include, but are not limited to, sending reminder letters, interacting with insurance companies, personal contact with the recipients of the services, and referral of accounts to governmental and other assistance programs, such as crime victims or revenue recapture programs.

If, after taking steps to collect the fees due and owing to the client on an account, Provider believes that additional efforts will not result in collection of such fees, Provider shall notify the client about these delinquent accounts as part of its monthly report. This shall include any accounts that have been transmitted to the Revenue Recapture Program, where the customer appears to meet the "hardship" guidelines. The client shall review the information provided and shall make a final determination about the disposition of the account.

5. Prepare documents for outstanding private pay claims and submit to the State of Minnesota Revenue Recapture Program on behalf of the client. Accounts to be submitted shall include, but will not be limited to:
 - a. Accounts where there is little likelihood of collecting fees due and owing, based on past experience or other information;

- b. Accounts that have aged to one hundred and twenty (120) days from the date they were classified as private pay accounts.

Provider shall prepare and transmit a letter to the recipient of the services notifying recipient of the client's intention to submit the claim to Revenue Recapture. The content and form of the letter shall be approved in advance by the client. If no payment is received within thirty (30) days of the issuance of this letter, Provider shall transmit the claim with required documentation to the Revenue Recapture Program.

- 6. Receive, post, and reconcile all fees collected each day for deposit into the designated clients bank account. All money deposited in such account is the sole property of the client. The client will grant the Provider view-only electronic access to this account and will arrange for the Provider to receive an electronic copy of the monthly bank statement.
- 7. Provider shall handle all refunds and provide reports for accounts where duplicate payments have occurred, in accordance with client's procedures.
 - a. The Provider will transmit bi-weekly reports to the client listing each individual account where overpayment has occurred, along with documentation of the original invoice and all payments applied to the account.
 - b. Upon receipt and review of the report, the client will transfer funds to cover the approved refunds into the refund account. Provider will then issue refunds from the account, along with a letter to the recipient of services detailing the reason for the refund.
 - c. Provider will include a reconciliation of the refund account for the previous month as part of its standard monthly report to the client.
 - d. The Provider will be responsible for reporting any outstanding refunds to the client in accordance with the State of Minnesota unclaimed property procedures.
- 8. By the fifteenth of each month, transmit to the client, a recap of activity for the previous month. Reports may be submitted electronically, via email. The monthly recap must include the following information at a minimum:
 - a. The number and type of service transports billed;
 - b. The total number of claims invoiced broken down by category of payer (i.e. Medicare, HMO, insurance, private pay, etc.);
 - c. Total dollars billed, broken down by category of payer;

- d. A list of all accounts where a cash payment was received by the Provider and deposited into the client's bank account (including date payment was received and date deposited);
 - e. A list of the accounts with corresponding amounts owed, sent to Revenue Recapture and the date sent;
 - f. The total revenue received, summarized by category of payer;
 - g. A list of all non-cash credits posted;
 - h. A reconciliation of the monthly bank statement and credits posted listing;
 - i. A summary of financial activity for the month;
 - j. An aging schedule for accounts receivable that reflects accounts thirty (30), sixty (60), ninety (90), one hundred and twenty (120), and one hundred and fifty (150) days and over;
 - k. A list of accounts recommended for hardship status or write-off;
 - l. A list of refunds to be paid; and
 - m. A monthly charges and credits summary report.
9. Monitor developments and changes in regulations and circumstances affecting billing and collection services, including changes in the rates of Medicare reimbursements and reporting requirements. Communicate any such changes to the client and adapt billing procedures, as directed by the client, to conform with the new regulations.
10. Answer calls from recipients of services and others and attempt to resolve any billing or collection problems or questions. Provider shall maintain records of such communication in accordance with the terms of this Agreement and any applicable laws and statutes.
11. As directed by the client, provide a method for recipients of the ambulance services to pay fees using credit cards, debit cards.
- a. All receipts from credit, debit card payments will be deposited into an account designated by the client.
 - b. The Provider will pay all associated processing and credit card fees.
12. As directed by the client, assist the client in submitting ambulance run data into the Minnesota State Ambulance Reporting System (MNSTAR) in accordance with Minnesota Statutes, § 144E.123. At a minimum, the Provider shall enter data elements identified by the EMSRB that are part of the National Uniform

Emergency Medical Services Data set. All ambulance run reports must be entered into MNSTAR within thirty (30) days from the date of the ambulance call. The client may elect to submit the required information directly into the MNSTAR system electronically and will give the Provider thirty (30) day notice of the date when the manual data entry will no longer need to be performed.

SECTION 3: Contract Period.

The services rendered by the Provider shall be commenced upon execution of the Agreement and continue for one (1) year. The Agreement is automatically renewable on a yearly basis. If either party objects to an upcoming renewal year, that party must provide the objection to the other party in writing, at least ninety (90) days in advance of each renewal date. If there is no objection the Agreement will be automatically renewed under the same terms and conditions.

SECTION 4: Contract Performance.

A. Contacts. The client has designated the EMS Director within the Ambulance Service as the manager of this Agreement and the individual to whom all communications pertaining to the Agreement shall be addressed. This contract manager shall have the authority to transmit instructions, receive information, and interpret and define the client's policies and decisions pertinent to the work covered by this Agreement.

The Client and Provider mutually agree that Brennan "Buck" McAlpin shall serve as the Provider's point of contact for this Agreement.

B. Performance Standards. The Provider will be expected to use industry best practices to maximize the receipt of legitimate third-party reimbursement for the ambulance and emergency medical services and to assist customers in obtaining such reimbursements with a minimum of inconvenience. All services must be performed in accordance with the highest standards of legal ethics and codes of conduct with respect to the collection of debts, communication with debtors and collection procedures made or issued by any governmental agency in any jurisdiction or location in which any attempt to collect the debts described herein is made.

C. Audit. The Provider shall arrange for an annual review and audit of the billing and collection practices and procedures performed pursuant to this Agreement. The audit must be performed by a qualified firm that has no role in the day to day operations of the service provider.

A report describing the results of the audit and an Audited Annual Financial Statement shall be submitted to the client within four (4) months of the close of the Provider's fiscal year.

SECTION 5: HIPAA Compliance.

A. Obligations and Activities of Provider as a Business Associate. Provider is a Business Associate under the Agreement. Client and Provider mutually agree that Provider shall carry out its obligations under this Agreement in compliance with the Privacy Rule and

shall protect the privacy of any protected health information (PHI) that is collected, processed, or learned as a result of the services provided hereunder:

1. Provider shall not use or disclose PHI except as permitted under this Agreement or by law.
2. Provider will take appropriate steps to safeguard and prevent use or disclosure of PHI except as permitted by this Agreement.
3. Provider agrees to mitigate, to the extent practicable, any harmful effect that is known to Provider of a use or disclosure of PHI by Provider in violation of this Agreement.
4. Provider shall report to the client any use or disclosure of PHI not provided for by this Agreement of which it becomes aware.
5. Provider shall ensure that any agent including a subcontractor, to whom it provides PHI received from, or created or received by the Provider on behalf of the client agrees to the same restrictions and conditions that apply through this Agreement to Provider with respect to such information.
6. Provider agrees to provide access, at the request of the client, and in the time and manner mutually agreed upon with the client, to make PHI available to the client or as directed by the client to an Individual to meet the requirements under 45 CFR§ 164.524.
7. Provider agrees to make its internal practices, books, and records, including policies and procedures, relating to the use and disclosures of PHI received from, or created or received by the Provider on behalf of, the client, available to the Secretary for purposes of determining the client's compliance with HIPAA.
8. Provider agrees to document such disclosures of PHI and information related to such disclosures as would be required for the client to respond to a request by an Individual for an accounting of disclosures of client in accordance with 45 CFR § 164.528.

B. Permitted Uses and Disclosures. 'Except as otherwise permitted under this Agreement, Provider may only use or disclose PHI to the client and other clients identified Provider contractors in, order to provide services to the client for the following purposes, if such use or disclosure of PHI would not violate the Privacy Rule if done by the client or HIPAA "minimum necessary" policies and procedures of the client.

1. Preparation of invoices to the Individuals, treatment, payment, or health care operations or otherwise required by HIPAA.

2. Preparation of reminder notices and documents pertaining to collection of overdue Accounts to the Individuals, treatment, payment, or health care operations or otherwise required by HIPAA.
3. Submission of supporting documentation to the Individuals, treatment, payment, or health care operations or otherwise required by HIPAA to substantiate the health care services provided by the client to its patients or to appeal denial of payment for the same.
4. Other uses or disclosures of PHI as permitted by the Privacy Rule.

C. Obligations of the Client.

1. The client shall notify the Provider of any limitation(s) in its notice of privacy practices of the client in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Provider's use or disclosure of PHI.
2. The client shall notify the Provider of any changes in, or revocation of, permission by an Individual to use or disclosure PHI, to the extent that such changes may affect Provider's use or disclosure of PHI.
3. The client shall notify the Provider of any restriction to the use or disclosure of PHI that the client has agreed to in accordance with 45 CFR § 164.522, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

SECTION 6: Billings and Payment.

- A. That for Provider's faithful performance of this Agreement, the City of Nashwauk hereby agrees to compensate the Provider at a rate of fifteen dollars (\$15) per account entered into the billing system in the month recently completed plus 2.00% of net dollars collected in that month.
- B. The above amounts shall fully compensate the Provider for all costs. No claim for services and/or costs provided by the Provider, not specifically provided for in the Agreement will be honored by the client.
- C. Provider shall submit a monthly invoice to the client. The invoice shall state the number of completed transactions and the net dollars used to calculate the fee. Provider shall also state the number of transport and non-transport accounts entered into the MNStar System. Upon receipt of the invoice and verification of the charges, payment shall be made by the client to Provider within thirty (30) days.

SECTION 7: Termination.

A. This Agreement will continue in full force and effect for the term specified in SECTION 3.

B. In the event of termination, the client will pay Provider for all services actually, timely, and faithfully rendered up to the receipt of the notice of termination and thereafter until the date of termination. The Provider will deliver all work products and supporting documentation developed up to the date of termination prior to the client rendering final payment for service.

C. Notwithstanding any other provisions of this Agreement, this Agreement may be terminated by the client, in its sole discretion, if the client determines that Provider has violated a term or provision of the Agreement pertaining to the client's obligations under the HIPAA privacy rule.

D. Upon termination of this Agreement, for any reason, as directed by the client, Provider shall return or destroy all Protected Health Information received from the client or created or received by the Provider on behalf of the client. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Provider. Provider shall retain no copies of the Protected Health Information.

E. In the event that the Provider determines that returning or destroying the PHI is infeasible, Provider shall provide the client notification of the conditions that make the return or destruction infeasible. After client's review and acceptance of Business Associate's notification of conditions of infeasibility, Provider shall extend HIPAA protections of this Agreement to such PHI for so long as the Provider possesses in any form such PHI, at no cost to the client.

F. With Cause — The client reserves the right to suspend or terminate this Agreement if the Provider violates any of the terms or conditions of this Agreement or does not fulfill, in a timely and proper manner, its obligations under this Agreement as determined by the client. In the event that the client exercises its right to withhold payment or terminate under this Section, it shall submit written notice to the Provider, specifying the extent of such withholding or termination under this Section, the reasons therefore, and the date upon which such withholding or termination becomes effective. Upon receipt of such notice, the Provider shall take all actions necessary to discontinue further commitments of funds to the extent that they relate to the suspended or terminated portions of this Agreement.

SECTION 8: Miscellaneous.

A. Amendment. The parties agree to amend this Agreement from time to time as is necessary for the client to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

B. Interpretation. Any ambiguity in this Agreement shall be resolved to permit the client to comply with the Privacy Act.

C. Regulatory References. A reference in this Agreement to a section in HIPAA means the section as in effect or as amended.

SECTION 9: Work Products, Records, Dissemination of Information.

A. All deliverable work products and supporting documentation that result from the Provider's services under this Agreement shall be delivered to the client and shall become the property of the client after final payment is made to the Provider with not right, title, or interest in said work products or supporting documentation vesting in Provider.

B. In the event of termination, all work products, whether finished or unfinished, and supporting documentation prepared by the Provider under this Agreement shall be delivered by Provider to the client by the termination date and there shall be no further obligation of the client to Provider except for payment of amounts due and owing for any authorized work performed and expenses incurred to the date and time of termination.

C. Provider agrees to maintain all business records in such a manner as will readily conform to the terms of this Agreement and to make such records available at its office at all reasonable times during the Agreement period and for six (6) years from the date of the final payment under the contract for inspection or audit by the client, the State Auditor, or other duly authorized representative.

D. Provider agrees to abide strictly by Chapter 13 of the Minnesota Statutes (Minnesota Government Data Practice Act) as well as any other applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units which are now or hereafter promulgated insofar as they related to the Provider's performance of the provisions of this Agreement. All of the data created, collected, received, stored, used, maintained, or disseminated by the Provider is subject to the requirements of Chapter 13 and the Provider must comply with these requirements as if it were a governmental entity. The remedies in Section 13.08 apply to the Provider.

SECTION 10: Compliance with Applicable Law.

Provider agrees to comply with all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Provider's performance of the provisions of this Agreement. It shall be the obligation of the Provider to apply for, pay for, and obtain all permits and/or licenses required.

SECTION 11: Conflict of Interest.

A. Provider will not contract for or accept employment for the performance of any work or services with any individual, business, corporation, or governmental unit that would create a conflict of interest in the performance of the obligations pursuant to this Agreement with the Client.

B. Provider agrees that should any conflict or potential conflict of interest becomes known; Provider will advise the Contract Manager of the situation so that a determination can be made about the Provider's ability to continue performing services under the Agreement.

SECTION 12: Insurance and Bonds.

Provider shall be required to carry insurance of the kind and in the amounts shown below for the life of the contract. Insurance certificates should state that the Client, its officials, employees, agents and representatives are named as Additional Insureds.

1. General or Business Liability Insurance

- | | | | |
|----|-----------------|-------------|-----------------|
| a. | Bodily Injury | \$1,500,000 | each occurrence |
| | | \$2,500,000 | aggregate |
| b. | Property Damage | \$1,500,000 | each occurrence |
| | | \$2,500,000 | aggregate |
- c. Policy must include an "all services, products, or completed operations" endorsement.
- d. \$1,000,000 – per occurrence
- e. \$2,000,000 – annual aggregate”

2. General Insurance Requirements

- a. The policy is to be written on an occurrence basis or as acceptable to the client. Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. All certificates of insurance shall provide that the client be given not less than thirty (30) days prior written notice of cancellation, non-renewal or any material changes in the policy, including but not limited to, coverage amounts. Agent must state on the certificate if policy includes errors and omissions coverage.
- b. The Provider is required to maintain Technology Errors and Omissions/Cyber Liability Insurance which shall be sufficiently broad to respond to the duties and obligations undertaken by the Provider in the contract and shall include, but not be limited to, claims involving infringement of intellectual property, damage to or destruction of electronic information, release of private information, alteration of electronic information, cloud computing, extortion and network security. The coverage shall provide for breach response costs as well as regulatory fines and penalties and credit monitoring expenses. Insurance minimum limits are as follows:
- \$1,000,000 – per occurrence
 - \$2,000,000 – annual aggregate”
- c. The client reserves the right to review Provider's insurance policies at any time, to verify that client requirements have been met.

SECTION 13: Independent Contractor.

It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of the Provider to the client is that of independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find Provider an employee of the client, and Provider shall be entitled to none of the rights, privileges, or benefits of client employees.

SECTION 14: Hold Harmless.

The Provider shall indemnify, save, hold harmless, protect, and defend the client, its officers, agents, and employees for all claims, actions or suits of any character brought for or on account of any claimed or alleged injuries or damages received by any person or property, including the client resulting from any negligent act or omission by any person employed by Provider in carrying out the terms of this Agreement.

SECTION 15: Assignment.

The Client and Provider each binds itself and its successors, legal representatives, and assigns of such other party, with respect to all covenant of this Agreement; and neither the client nor the Provider will assign or transfer their interest in this Agreement without the written consent of the other.

SECTION 16: Notices.

Except as otherwise state in this Agreement, any notice or demand to be given under this Agreement shall be delivered in person or deposited in United States Certified Mail, Return Receipt Requested. Any notices or other communications shall be addressed as follows:

To the City of Nashwauk:
City of Nashwauk
Attn: City Administrator
301 Central Avenue
Nashwauk, MN 55769

To Provider:
TransMedic Billing
Attn: Buck McAlpin
33 Wentworth Avenue, Suite 380
West Saint Paul, MN 55118

SECTION 17: Waiver.

Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, this Agreement, or any of this Agreement's provisions.

SECTION 18: Interpretation of Agreement, Venue.

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation related to this Agreement shall be venued in the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.

SECTION 19: Force Majeure.

Neither the Client nor Provider shall be held responsible for performance if its performance is prevented by acts or events beyond the party's reasonable control including, but not limited to severe weather and storms, earthquake or other natural occurrences, strikes and other labor unrest, power failures electrical power surges or current fluctuations, nuclear or other civil military emergencies, or acts of legislative, judicial, executive, or administrative authorities.

SECTION 20: Entire Agreement.

It is understood and agreed that this entire Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matters herein.

IN WITNESS WHEREOF, the parties hereto are authorized signatories and have executed this Agreement, the day and year first above written.

For the City of Nashwauk:

By: _____

Its: _____

For TransMedic Medical Billing:

By: _____

Its: _____

Taxpayer ID: 41-1834731

Business Associate Agreement For Security Compliance

TransMedic Medical Billing Services and The City of Nashwauk Ambulance

This Business Associate Agreement (“BA Agreement”) between the City (“Client”) and Transmedic Medical Billing Services (“Provider”) (“Business Associate”), with an effective date of 07-15-2020. The parties acknowledge that acceptance of this Agreement by the Business Associate is an essential requisite to providing its contracted services to the City of Nashwauk Ambulance Service.

1. This Agreement is between the parties and is an integral part of that operational aspect of the contract for services between the Provider and the Client.
2. This Agreement is executed pursuant to the requirements of the Security Regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 (“Security Rule”) found at 45 CFR Part 164.
3. The Business Associate of the Client agrees to assume the following obligations regarding electronic Protected Health Information (e-PHI):
 - a. Business Associate agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the e-PHI that it creates, receives, maintains or transmits on behalf of the Client.
 - b. Business Associate will ensure that any agent, including a subcontractor, to whom it provides e-PHI that was created, received, maintained or transmitted on behalf of Clients agrees to implement reasonable and appropriate safeguards to protect the confidentiality, security, and integrity of e-PHI.
 - c. Business Associate agrees to alert the Client of any security incident (as defined by the HIPAA Security Rule) of which it becomes aware, and the steps it has taken to mitigate any potential security compromise that may have occurred and provide a report to the Client of any loss of data or other information system compromise as a result of the incident.
 - d. Business Associate authorizes termination of the BA Agreement if the Client determines that Business Associate has violated a material term of this Agreement.

Agreed to this 15th day of July, 2020

TransMedic Medical Billing

City of Nashwauk

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Based on 2019 Runs of 732

Fairview Range @ 5% collected

TransMedic @ 2% collected +\$15 per call

Transfers (121) 911 Calls (611)

| | |
|-------------|-------------|
| \$12,054.63 | \$19,208.29 |
| \$6,636 | \$16,848 |

Difference of:

\$5,418.63

\$2,360.29

Based on 2018 Runs of 787

Fairview Range @ 5% collected

TransMedic @ 2% collected + \$15 per call

Transfers (126) 911 Calls (661)

| | |
|-------------|-------------|
| \$13,030.99 | \$17,101.59 |
| \$7,102.40 | \$16,755.64 |

Difference of:

\$5,928.59

345.95

Position Requisition Form

CITY OF NASHWAUK

DATE: 02 Jun 20

DATE OF OPENING: 01 Jul 20

OPEN POSITION: Fire fighter

HIRING LEAD NAME: Mark Marinaro

POSITION POSTING (Check all that apply) INTERNAL EXTERNAL

SHORT DESCRIPTION OF POSITION:

Fire fighter

ADDITIONAL POSTING REQUESTS:

none
up to two personnel

Please note that the position will be posted in the Scenic Range News Forum. Please indicate above if there are other websites or means of posting you would like used.

_____: Checked/updated job description



City of Nashwauk



Published by April Kurtock (?) · May 28 at 1:03 PM · 🌐

The Nashwauk 4th of July Committee is looking for community feedback regarding the 3rd and 4th of July celebration. At this time, no parade, car show, or street dance are planned for a July 2020 celebration; however, the Committee is considering continuing with fireworks. Alternately, they are considering moving the celebration to the Labor Day weekend in the hopes that, by that time, businesses may not be subject to pandemic restrictions. The Committee would like feedback from Nashwauk residents and business owners. Would you prefer to see fireworks in July or September? Would you prefer the Committee cancel the community celebration through the COVID-19 pandemic? Do you have other feedback? All responses will be shared with the Nashwauk City Council during their June 9, 2020 City Council meeting. It is anticipated that by that date the 4th of July Committee will make a determination about the event for 2020.

3,428

People Reached

880

Engagements

Boost Post



4

18 Comments 32 Shares

Like

Comment

Share



Most Relevant ▾



Comment as City of Nashwauk



Press Enter to post.



Ernest Burns Due to covid-19 , and all the un-certainty it has caused, I believe the prudent and logical solution would be to cancel the forth of July 2020 completely and bring it back better than ever next year. Along with all the restrictions and recommendations, from our State and Federal officials as well as the CDC, and health departments, and now with the civil unrest caused by protesters and agitators, lets not give them another venue bring their terror. and to waste all that money for a giant fireworks display and no celebration is not the tradition we have always loved.

Like · Reply · Message · 5d



6



Eric Savolainen 2021 Nashwauk is a small elderly community people will come from far away 1 person getting infected and not knowing could be devastating to many.

Like · Reply · Message · 5d



2



Theresa Feldhaus Wait till next year save the funds and have a bigger fireworks display and better celebration

Like · Reply · Message · 5d



1



Ginae Gigi Songer I'd like to have a celebration still

Like · Reply · Message · 6d



1



Terri Hedblom Labor Day. If you hold it in July, how would you manage crowd control with social distancing and sanitized surfaces in bathrooms etc? Who knows when 100% occupancy will be allowed for restaurants and bars.

Like · Reply · Message · 6d



Kathleen Ann Burns I believe that due to the COVID-19 virus and the possibility of a resurgence of this virus in the fall , it would be very wise for us to cancel the Fourth of July totally this year and save all the resources for a bigger and better celebration next year. Not having a Fourth of July celebration one year won't kill ya, but COVID-19 will!

Like · Reply · Message · 5d



5

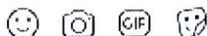


Theresa Feldhaus Kathleen Ann Burns I agree

Like · Reply · Message · 5d



Reply as City of Nashwauk



Press Enter to post



Patty Lukken Ball Labor Day weekend! Fireworks Friday night, parade on Saturday. You have to take Bovey and their celebration into consideration. I know their parade is always on Monday. If you just do fireworks in July, I think Nashwauk will be over run with people, because no one, except Virginia, (fireworks) is doing anything.

Like · Reply · Message · 6d

Like · Reply · Message · 0u



Rhonda Dufault Woodman I would like to see everything pushed back, at minimum. Otherwise, with fireworks in July being the only event of the summer in this whole area (as everything else has either been postponed or cancelled), there will most likely be even more people than usual. And, being one who lives right where the fireworks are shot off, I am concerned having that many people around with the current state of things. Hopefully, by September, we can have a full celebration and for more than one reason!

Like · Reply · Message · 1w



Heather Porterfield Rhonda Dufault Woodman I agree. I think they really need to take this into account.

Like · Reply · Message · 1w



Reply as City of Nashauk



Press Enter to post.



MeLinda Arden I would say fireworks in July. Not sure restrictions will be lifted by Labor Day. 🙏

Like · Reply · Message · 1w



Jaime Williams I think it should all be postponed until Labor Day. If we offer fireworks on the 4th all neighboring city's people will show up in Nashauk due to no one else hosting fireworks or festivities on the 4th until Labor Day.

Like · Reply · Message · 1w



Jolie Wolf Why not a little of both. Use a smaller portion of budget for a little fireworks, the community could use the joy. Then also have something for Labor Day with rest of budget maybe just not fireworks.

Like · Reply · Message · 1w



Julie Robinson Jolie Wolf I agree the people need to get out and quit being so afraid. Get off the media and be human beings again

Like · Reply · Message · 1d

STATE OF MINNESOTA

Executive Department



Governor Tim Walz

Emergency Executive Order 20-63

Continuing to Safely Reopen Minnesota's Economy and Ensure Safe Non-Work Activities during the COVID-19 Peacetime Emergency

I, **Tim Walz, Governor of the State of Minnesota**, by the authority vested in me by the Constitution and applicable statutes, issue the following Executive Order:

The COVID-19 pandemic continues to present an unprecedented and rapidly evolving challenge to our State. Since the World Health Organization characterized the COVID-19 outbreak as a pandemic on March 11, 2020, confirmed cases of COVID-19 in Minnesota have rapidly increased. On March 15, 2020, Minnesota detected the first confirmed cases caused by "community spread"—infections not epidemiologically linked to overseas travel. By March 17, 2020, all fifty states had reported a confirmed case of COVID-19, and on March 21, 2020, the Minnesota Department of Health ("MDH") announced the first confirmed fatality due to COVID-19 in Minnesota.

The President declared a national emergency related to COVID-19 on March 13, 2020. Since then, and for the first time in history, the President has approved major disaster declarations for all fifty states and the District of Columbia. In concert with these federal actions and the actions of states across the nation, Minnesota has taken proactive steps to ensure that we remain ahead of the curve. On March 13, 2020, I issued Executive Order 20-01 and declared a peacetime emergency because this pandemic, an act of nature, endangers the lives of Minnesotans, and local resources were—and continue to be—inadequate to address the threat. After notifying the Legislature, on April 13, 2020 and again on May 13, 2020, I issued Executive Orders extending the peacetime emergency declared in Executive Order 20-01.

The need to slow the spread of the virus required the closure of certain non-critical businesses in our economy. Although Minnesota's April unemployment rate was the second lowest in the country, over 700,000 Minnesotans have applied for unemployment insurance since March 16, 2020. In Executive Order 20-33, seeking to balance public health needs and economic considerations, we began planning to allow more Minnesota workers to safely return to work. We drafted guidelines and requirements for appropriate social distancing, hygiene, and public health best practices. Executive Order 20-38 expanded exemptions for outdoor recreational

activities and facilities, and Executive Orders 20-40, 20-48, and 20-56 allowed for the gradual reopening of certain non-critical businesses that planned for and provided safe workplaces.

Our increased preparedness to treat those most vulnerable to COVID-19 allows us to continue slowly and safely reopening our economy in accordance with guidance from MDH, the Department of Employment and Economic Development (“DEED”), and the Department of Labor and Industry (“DLI”). Businesses reentering the economy must ensure compliance with the Minnesota Occupational Safety and Health Act of 1973, Minnesota Statutes 2019, Chapter 182 (“Minnesota OSHA Standards”), in addition to guidelines related to COVID-19 set forth by MDH and the Centers for Disease Control and Prevention (“MDH and CDC Guidelines”).

Despite the progress we have made since declaring the COVID-19 peacetime emergency, certain establishments—including those in which people gather and linger, those with communal facilities, and those in which close physical contact is expected—continue to pose a public health risk. We continue to carefully consider and prepare for the reopening of such businesses.

Likewise, certain non-work activities outside of the home are conducive to social distancing and hygiene, while others raise significant public health risks. Indoor activities pose higher risks than outdoor activities. Unpredictable settings are riskier than more predictable settings. Large social and other gatherings of people for extended time periods increase the risk of transmission between households, but the risks of transmission are diminished in transitory settings, such as retail establishments, where individual interactions and contact are more limited in duration.

In Minnesota Statutes 2019, section 12.02, the Minnesota Legislature conferred upon the Governor emergency powers to “(1) ensure that preparations of this state will be adequate to deal with disasters, (2) generally protect the public peace, health, and safety, and (3) preserve the lives and property of the people of the state.” Pursuant to Minnesota Statutes 2019, section 12.21, subdivision 1, the Governor has general authority to control the state’s emergency management as well as carry out the provisions of Minnesota’s Emergency Management Act.

Minnesota Statutes 2019, section 12.21, subdivision 3(7), authorizes the Governor to cooperate with federal and state agencies in “matters pertaining to the emergency management of the state and nation.” This includes “the direction or control of . . . the conduct of persons in the state, including entrance or exit from any stricken or threatened public place, occupancy of facilities, and . . . public meetings or gatherings.” Pursuant to subdivision 3 of that same section, the Governor may “make, amend, and rescind the necessary orders and rules to carry out the provisions” of Minnesota Statutes 2019, Chapter 12. When approved by the Executive Council and filed in the Office of the Secretary of State, such orders and rules have the force and effect of law during the peacetime emergency. Any inconsistent rules or ordinances of any agency or political subdivision of the state are suspended during the pendency of the emergency

For these reasons, I order as follows:

1. Executive Orders 20-04, 20-08, 20-18, 20-52, 20-56, and 20-62 are rescinded as of Sunday, May 31, 2020 at 11:59 pm.
2. Paragraphs 6 through 8 of this Executive Order are effective as of Sunday, May 31, 2020 at 11:59 pm.

3. **Masks and face coverings strongly encouraged.** I strongly encourage all Minnesotans to wear a manufactured or homemade cloth face covering when they leave their homes and travel to any public setting where social distancing measures are difficult to maintain (*e.g.*, grocery stores and pharmacies) and to follow face covering guidelines issued by MDH and the CDC until this Executive Order is rescinded. As set forth below, Minnesotans may be required to wear cloth face coverings in certain settings. Such face masks and coverings are for source control (to help limit the person wearing the covering from infecting others). They are not yet known to be protective of the wearer and therefore are not personal protective equipment.
4. **At-risk persons.** All persons currently living within the State of Minnesota who are at risk of severe illness from COVID-19, as defined by Executive Order 20-55, are strongly urged to stay at home or in their place of residence and follow the provisions of Executive Order 20-55.
5. **Definitions.**
 - a. “Home,” “homes,” “residence,” and “residences” are broadly defined to include mobile homes, hotels, motels, shared rental units, shelters, and similar facilities, to the extent they are used for lodging.
 - b. “Worker” and “workers” are broadly defined to include owners, proprietors, employees, contractors, vendors, volunteers, and interns.
 - c. “Business” and “businesses” are broadly defined to include entities that employ or engage workers, including private-sector entities, public-sector entities, non-profit entities, and state, county, and local governments.
 - d. “Critical Businesses” are all businesses whose workers qualified for a Critical Sector exemption under paragraph 6 of Executive Order 20-48.
 - e. “Non-Critical Businesses” are all businesses that are not Critical Businesses and are not Places of Public Accommodation closed under paragraph 7.c of this Executive Order.
 - f. “Place of Public Accommodation” means a business, or an educational, refreshment, entertainment, or recreation facility, or an institution of any kind, whether licensed or not, whose goods, services, facilities, privileges, advantages, or accommodations are extended, offered, sold, or otherwise made available to the public. Places of Public Accommodation include, but are not limited to, the businesses identified in paragraph 7.c.i of this Executive Order.
6. **Activities outside of the home.** Mindful that we must continue to limit social interactions to protect public health, individuals may leave their homes for activities, subject to the requirements and guidelines set forth below. These requirements may be clarified, as deemed necessary by the Governor, to ensure the health, safety, and

security of all Minnesotans. Clarifications will be available for public review at the State’s COVID-19 website (<https://mn.gov/covid19/>).

a. **Guidelines.** Individuals engaging in activities outside of the home must follow the requirements of this Executive Order and MDH and CDC Guidelines. Individuals engaging in outdoor recreational activities must follow the Minnesota Department of Natural Resources (“DNR”) and MDH guidelines on outdoor recreation and guidelines for facilities and the public (“Outdoor Recreation Guidelines”) available at DEED’s website (<https://mn.gov/deed/guidance>).

b. **Unnecessary travel strongly discouraged.** Consistent with federal guidance and to protect our neighbors, Minnesotans are encouraged to stay close to home and are strongly discouraged from engaging in unnecessary travel.



c. **Gatherings.** All gatherings of more than 10 people are prohibited, except as set forth below. Gatherings are groups of individuals, who are not members of the same household, congregated together for a common or coordinated social, civic, community, faith-based, leisure, or recreational purpose—even if social distancing can be maintained. This prohibition includes planned and spontaneous gatherings, public and private gatherings, and indoor and outdoor gatherings. Examples of prohibited gatherings include, but are not limited to, social, civic, community, faith-based, or leisure events, sporting or athletic events, performances, concerts, conventions, fundraisers, parades, fairs, and festivals that bring together more than 10 people from more than one household. Prohibited gatherings do not include commercial activity by workers and customers of Critical and Non-Critical Businesses.



i. **Legislative and other governmental meetings.** The limits on gatherings in this Executive Order do not apply to legislative and other governmental meetings. Remote meetings are strongly encouraged whenever possible as permitted by state or local authority.

ii. **The Judicial Branch.** The limits on gatherings in this Executive Order do not apply to proceedings held by the Minnesota Judicial Branch. Proceedings held by the Judicial Branch are subject to the policies established by the chief justice and will occur as directed by court order. Individuals may appear as directed by a Minnesota state court, including to serve as a juror, appear as a party, as a witness, or as legal counsel on behalf of a party, or otherwise to comply as directed by a court order, subpoena, or summons.

iii. **Federal activities.** Nothing in this Executive Order will be construed to limit, prohibit, or restrict in any way the operations of the federal government or the movement of federal officials in Minnesota while acting in their official capacity, including federal judicial, legislative, and executive staff and personnel.

300 Centennial Office Building
658 Cedar Street
St. Paul, MN 55155
Telephone: 651-201-2473
TTY: 651-297-4357



April Kurtock, Adm-Clk-Treas
City of Nashwauk
301 Central Ave
Nashwauk, MN 55769-1131

Dear Clerk:

The State Demographer is required by law to produce annual population and household estimates for each of Minnesota's cities and townships. Enclosed you will find a sheet containing the April 1, 2019, population and household estimates for your jurisdiction.

These estimates are being sent to you now for review and comment. It's important that our estimates are accurate, as they are used to distribute state aid to cities and townships. If you have questions about how our estimates impact a specific program, please contact the state agency responsible for that program.

The enclosed figures represent estimated population and household changes since the 2010 Census. The number of households corresponds to the number of occupied housing units. A household may be a single family, one person living alone, or any group of people who share the same living area. While we believe that our estimates are usually accurate, we realize there may be occasional problems. For this reason, we value your comments. We may not be aware of such changes as housing demolitions, the gain or loss of group quarters (like college dormitories, nursing homes, etc.), construction of public housing and the gain or loss of mobile homes.

Please note that our estimates:

- pertain to one year ago, not the present;
- have also been sent to your county auditor for review;
- are subject to change and are not considered final until they are released to the Minnesota Department of Revenue in July.

If you are satisfied with our estimates, it is not necessary to contact us or provide any further information. If you wish to challenge our estimates, please send us the appropriate data described in the enclosed challenge guide by **June 24, 2020**. Questions or comments should be directed to James Hibbs by email or at the address listed on the letterhead. **Since we are working away from the office during the pandemic, the best way to reach us is by e-mail at local.estimate@state.mn.us.** You may also try to reach us by phone at (651) 201-2473. You will be asked to leave a message on our voice mail system.

Thank you for taking time to review these estimates.

Sincerely,

A handwritten signature in black ink, appearing to read 'Susan Brower', with a long horizontal flourish extending to the right.

Susan Brower
State Demographer

Enclosures

DATE: June 1, 2020
TO: April Kurtock, Adm-Clk-Treas
City of Nashwauk
FROM: **Susan Brower**
Minnesota State Demographer
SUBJECT: 2019 Population and Household Estimates

Your April 1, 2019 population estimate is 962.

Your April 1, 2019 household estimate is 455.

If you have any questions or comments about these estimates, please contact the State Demographic Center, 300 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, phone (651) 201-2473 or send an e-mail to local.estimated@state.mn.us. All challenges must be submitted in writing. Please refer to the enclosed sheet for details.